



Urban Academy Charter School (ISD #4088)

1668 Montreal Avenue, St. Paul, MN 55116

(O) 651-215-9419 (F) 651-215-9571

Request for Proposals

Student Transportation Services

Overview

Urban Academy, a public charter school located in St. Paul, MN, has been serving students since 2003. Authorized by Novation Education Opportunities (NEO) and approved by the Minnesota Department of Education (MDE), the school provides education for approximately 400 students in grades Prk-8.

Purpose

Urban Academy Charter School is seeking proposals for Student Transportation Services – School Bus. The Urban Academy Charter School is requesting proposals from qualified vendors interested in providing a contract for School Bus Student Transportation Services using state of Minnesota certified school buses.

Scope and Nature of Work

School transportation is an integral part of our educational system. Our primary concern is for well-being and safety of our students, therefore, the district's goal is to select providers that will provide the highest level of safe and reliable transportation services, at a reasonable cost. Negotiations may be required to achieve this objective.

These specifications, exhibits, appendices, and attachments are the quotation guidelines as well as the operating sections of the contract for transportation services. Through the quotation and negotiation process these items are subject to change. Contractors are expected to be familiar with the provisions contained in these documents both in preparation of the quote and in all subsequent transportation operations for A-H Schools resulting from the award of all service contracts.

A. Contract Period

The district intends to enter a contract with an initial option for an additional two years depending on the satisfactory performance of the provider.

The district reserves the option to renew the contract for additional terms of up to three years each, not exceeding a total of ten years, as permitted by statute. Renewal and final contract periods will be determined in the best interest

of the district and may be adjusted based on performance, capacity, pricing and service quality. Prospective vendors should be aware that contract length may be reduced if performance issues arise that impact service to students. All prospective Vendors should be aware the district has the option to reduce the contract for performance issues that may impact service to students.

B. Contract Pricing

Contract pricing resulting from this request must remain firm for the full contract period. During the contract term, the successful Vendor must pass on to the district all discounts and price reductions made available to other customers using similar services. At no point will the Vendor be allowed to raise cost above the stated contract price. Contract pricing must include all costs associated with the purchase of these items or services. No additional fees will be allowed.

C. Contract Review

The District and Contract Vendor may meet annually, or as needed, to review the contract resulting from this quotation. Specifications outlined in Appendix 11 and corresponding appendices will be assessed annually through a comprehensive transportation audit. The Contracted Vendor(s) will be required to meet and review annually with The District to address the audit. During this review The District and the Contracted Vendor(s) will work to remedy any performance deficiencies. Contracted vendors will be required to create and execute an action plan to correct contract deficiencies to meet The District's expectations annually.

E. Contract Renewal

The district reserves the option to renew the contract for additional terms upon mutual agreement of the contracting parties. Terms may be up to three years each, not exceeding a total of ten years, as permitted by statute. Renewal and final contract periods will be determined in the best interest of the district and may be adjusted based on performance, capacity, pricing and service quality. If any terms or conditions require updating, they will be reviewed and mutually agreed upon during these renewals.

F. Contract Assignment

The Vendor shall not assign this contract, in whole or in part, or any monies due or that would become due hereunder, without written consent of the district. If the District consents to the Vendor assigning this contract, in whole or in part, or any monies due or that would become due, the instrument of assignment shall contain a clause that states what the right of assignee is and that any monies due to the Vendor shall be subject to prior liens of all persons, firms and corporations for the services rendered or materials supplied for the performance of this contract.

G. Inability to Perform

The Vendor shall make every reasonable effort to maintain staff to deliver the solution purchased by the District. The Vendor shall immediately notify the district in writing whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed-upon quality and quantity of services. Upon such notification, the district shall determine whether such inability requires a modification or cancelation of the contract.

H. Reimbursement of Liquidated Damages

If the successful Vendor fails to meet the delivery deadline as set forth above or fails to supply in accordance with the specifications, terms and conditions of the quotation documents, for any reason, the district may deduct as liquidated damages from any money due or coming due to the Vendor the cost of purchase by the District on the open market. Any monies deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the district.

I. Change of Service

Cancellation, interruption or change of established service shall be made only with the authorization of the School District. Urban Academy reserves the right to terminate this Agreement at any time with ninety (90) days written notice.

J. Vendor Performance

The vendor shall make every reasonable effort to maintain staff to deliver the solution purchased by the District. The vendor shall immediately notify the district in writing whenever it is unable to, or reasonably believes it is going to be unable to provide the agreed-upon quality and quantity of services. Upon such notification, the district shall determine whether such inability requires modification or cancelation of the contract.

K. Insurance Requirements

Contract Vendor(s) shall maintain liability, property and worker's compensation insurance as herein described for the duration of this contract. Insurance coverage required by the Contract Specifications must

be in force throughout the Contract Term. Insurance coverage must contain an errors and omissions policy of sufficient account to cover an audit of this size. If a Contract Vendor fails to provide acceptable evidence of current insurance within thirty (30) days prior to the expiration date of the insurance policy at any time during the Contract term, Urban Academy shall have the absolute right to terminate the Contract without any further obligation to the Vendor.

Prior to commencing transportation services under this contract, the Contract Vendor(s) shall furnish Urban Academy with a certificate of insurance. The Contract Vendor will also provide A-H Schools updated certificates of insurance annually as they expire and update. Such certifications and/or cancellation notices shall be provided to Urban Academy, electronically, to the Superintendent.

L. Safety

The Vendor will comply with all state and federal laws as they relate to employee and pupil transportation safety.

M. District Policy and Procedures

The Vendor will follow the district's policies and procedures while providing services in the school setting. District policies may be found on the district's website (www.urbanacademymn.org). The Contracted Vendor(s) shall be responsible for compliance with any additions, changes, or deletions to procedures and protocols implemented during the contract period.

N. Security Compliance on District Property

All services performed on District property shall be in compliance with District security policies, e.g., each person who needs to enter a District building shall sign in on the designated visitor log in the building office. The log shall include a date of entry, employee name, Contracted Vendor(s) name, time entering the building and time leaving the building.

The vendor will keep personnel screening records on file for any personnel under the resulting quotation. This will include records of Criminal Background Screenings.

O. Hold Harmless

The vendor shall indemnify, hold harmless, and defend the district and its employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees that the district and its employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the vendor or its agents, servants, or employees, in execution, performance, or failure to adequately perform the vendor's obligations pursuant to this contract. The district shall also be indemnified for any attorney's fees it incurs to enforce this indemnification provision or any other indemnification provision in the contract.

P. Force Majeure

Neither party shall be held responsible for delay, nor could failure perform when such delay or failure is due to any of the following unless the act or occurrence could have been foreseen and reasonable action have been taken to prevent the delay or failure:

- Fire, Flood, or Epidemic
- Strikes
- Wars
- Acts of God
- Unusually severe weather
- Acts of public authorities
- Delays of defaults caused by public carriers.

Provided the defaulting party to give notice as soon as possible to the other party regarding their inability to perform.

Q. Duties to Mitigate

The contract between the district and the successful vendor shall be governed by the laws of the State of Minnesota. Both parties shall use their best efforts to mitigate any damage that might be suffered by reason of any event giving rise to remedy hereunder. Attorney's fees If suit is brought by either party to this Quote to enforce any of its terms (including all component parts of the quote documents), and the district prevails in such suit, the vendor shall pay all litigation expenses incurred by the district, including attorney's fees, court costs, expert witness fees, and investigation expenses.

R. Discrimination

During the performance of this contract, the vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, creed, religion, gender, national origin, sexual orientation, disability, age, marital status, or public assistance status. The vendor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without unlawful discrimination because of their race, color, creed, religion, gender, national origin, disability, age, marital status, sexual orientation, or public assistance status. The vendor shall also comply with any applicable federal or state laws regarding nondiscrimination. The following list includes, but is not meant to limit, laws that may be applicable:

- Minnesota Statute Ch. 363
- The Equal Employment Opportunity Act of 1972
- Executive Order 11246
- The Rehabilitation Act of 1973
- The Age Discrimination in Employment Act of 1967
- The Equal Pay Act of 1963
- Minnesota Statute 181.59
- The Job Training Partnership Act of 1982

S. Publicity and Advertising

Vendor should not use in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of the district except on the specific, written authorization, in advance, of the District's Department of Public Relations.

T. Damage to District Property

Any damage done to District property by the Contract Vendor's staff or equipment will be repaired at the expense of the Contract Vendor.

U. Criminal Records

The vendor shall not utilize, in the performance of the resulting contract, any laborer or employee who has been convicted of a violent crime or a crime of such nature (such as child-related offenses) categorize the person being unsuitable for working around school children or has engaged in such conduct as to be similarly categorized.

PAYMENT PROCESS

A. Compliance with Laws and Debarment

The Vendor certifies that all goods or services furnished under this Contract shall comply with all applicable federal, state, and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Vendor's performance of the provisions of this Agreement, as well as District policies and procedures, regardless of whether such laws and regulations are specifically set forth in this Contract. It shall be the obligation of the Vendor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein. Vendor represents that it is not currently debarred or suspended by any federal agency from doing business with the federal or state government. The vendor shall notify District if it becomes debarred or suspended during the term of this Contract. District may immediately terminate this Contract in the event of such termination or suspension and Vendor shall be responsible for any costs incurred by District in connection therewith.

B. Contract Vendor Personnel

All Contract Vendor personnel performing work on District property must wear a clearly visible company name badge that is easily recognizable by school/site staff and have a criminal background screening that clearly shows no crimes have been committed against children. The Contract Vendor will keep Employee Screening records on file for any personnel delivering merchandise or performing service under this contract. The district reserves the right to audit these records at any time.

C. Taxes

Minnesota Taxes: Instrumentalities of the State of Minnesota are not subject to the State of Minnesota Sales Tax pursuant to Minnesota Laws of 1967, Extra Session, Chapter 32, Article XIII, Section 25, Subd. 1, Para. (J).

Telecommunication Excise Tax: The district falls under the category of State and Local Governments thus under regulations prescribed by the IRS, no tax shall be imposed under section 4251 upon any payment received for services or facilities furnished to the government of any State, or any political subdivision thereof, or the District of Columbia.

Excise Taxes: Instrumentalities of the State of Minnesota are not subject to Federal Excise Taxes. Individual exemption certificates will be furnished upon request if needed by the successful vendor to reclaim such charges.

D. Payment

The district will pay undisputed invoices within 35 days of receipt. "Date of Receipt" means the completed delivery of the goods or services or the satisfactory installation, assembly, or specified portion thereof, or the receipt of the invoice for the delivery of the goods or services, whichever is later (MN Statute 471.425).

Invoices should be mailed (email preferred) directly to the Superintendent.

E. Data Privacy

Vendor agrees that any information it creates, collects, receives, stores, uses, or disseminates during the course of its performance, which concerns the personal, financial, or other affairs of the District, its Board, officers, employees or students shall be kept confidential and in conformance with all state and federal laws relating to data privacy, including, without limitation, the Minnesota Government Data Practices Act, Minnesota Statute, Chapter 13. Vendor must comply with any applicable requirements as if it were a governmental entity. The remedies in Minn. Stat. § 13.08 applies to the Contracted Vendor(s).

Contracted Vendor(s) will report immediately to the district any requests from third parties for information related to this Contract. The district will respond to such data requests. All subcontracts, if allowed, shall contain the same or similar data practices compliance requirements.

F. Return of Data

Within fifteen (15) days of the completion or earlier termination of this Contract, or upon earlier request of the district Vendor shall return all documents, data and other information provided by the district to Vendor, or Vendor's employees or agents in connection with this Contract. Additionally, the Vendor, upon the request of the district, shall destroy all copies of such District provided data, documents, or information in Vendor's possession or control and provide District with proof of such destruction.

Term

The possibility of a three-year engagement is contemplated, subject to the annual review and recommendation of the Business office/Finance Committee/School Board, the satisfactory negotiation of terms (acceptable to both Urban Academy and the selected firm).

Timeline

RFP Issued: 3/3/2025

Proposal Submission Date: 3/25/2025

Selection Notification: 4/18/2025

Submission Instructions

Submit proposal electronically to:

Dr. Mongsher Ly, Superintendent

mly@urbanacademymn.org

Contact for Questions For questions about this RFP, contact:

Dr. Mongsher Ly, Superintendent
mly@urbanacademymn.org

Evaluation Criteria

A selection committee will review all proposals. The following information, in addition to the requirements, Terms and conditions identified throughout this RFP, may be included in the selection process.

Proposals will be evaluated on the following 100-point scale:

Evaluation Criteria	Weight (%)
Organizational Capacity	15%
Experience & Effectiveness	25%
Background & Qualifications	20%
Scope of Service	25%
Pricing	15%

Thank you for your consideration and we look forward to evaluating your proposal. If there are any questions, please feel free to contact Dr. Mongsher Ly, Superintendent at mly@urbanacademymn.org.