



Midway Star Academy  
1091 Snelling Ave N  
Saint Paul, MN 55108  
651-642-0667 (phone) 651-202-3825 (fax)  
[www.midwaystar.org](http://www.midwaystar.org)

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**Request for Proposal Student Van Transportation Services  
Special Education & General Van Transportation  
Schedule**

RFP Release Date:	Feb 9, 2024
Submission Deadline:	March 15, 2024
Award Notification:	April 15, 2024

Midway Star Academy is actively seeking proposals from qualified companies interested in providing contracted special education van transportation service for Midway Star Academy (MSA) students in one or more of the following categories

<b>MSA</b>
(Special Ed Grade K-8)
(General Ed Grades K-8)

All interested parties are invited to submit a proposal to provide transportation services for all MSA students, as indicated in the table above. The terms of the initial are 2024-2025 school year, with renewal one-year extensions possible through the 2026-2027 school year. Only those proposers that are identified through this RFP process as sufficiently qualified and experienced will be considered to provide the requested services for MSA.

MSA expects the proposer to have the staffing, resources, and expertise necessary to deliver exceptional and reliable student transportation service. MSA expects the proposer to have a management structure that will ensure high-quality customer service as well as a plan to maintain responsive and effective communication with MSA leadership. The proposer is expected to deliver the requested services at a competitive price and all necessary factors that contribute to the price must be included in the proposed price. The proposer is expected to demonstrate a record of accomplishment of success in the industry, provide professional references, and display sound business practices that show fiscal responsibility.

MSA intends to hold the proposer accountable for the operational responsibilities associated with student transportation, such that, MSA staff is not involved with facilitating or coordinating the day-to-day operations. The proposer must fulfill all obligations in compliance with all applicable local, state, and federal laws and regulations. The proposer must be knowledgeable of and abide by all provisions of legislative enactments, bylaws, and regulations regarding safety and student transportation. A description of the services needed, and other pertinent information follow in the Request for Proposal (RFP).

MSA is committed to making a decision quickly in order to allow the selected proposer time to mobilize. We appreciate your interest in partnering with MSA and look forward to receiving your proposal.

Mohamed  
Warsame,

Executive  
Director

**HOW TO SUBMIT:**

Using the information listed below, please submit one original hard copy in a sealed package, via mail (postmarked no later than (April 15, 2024), courier, or hand delivered, and one copy via email to:

Midway Star Academy  
Attention: Mohamed  
Warsame  
Executive Director  
[mwarsame@midwaystar.org](mailto:mwarsame@midwaystar.org)

1091 Snelling Ave N  
Saint Paul, MN 55108  
Phone: 651-642-0667  
Fax: 651-202-3825

Submissions must be received no later than 3:00 P.M. CST on (March 15, 2024)

All emailed communications should include Your Company Name/Transportation RFP 2024-2025 in the subject line.

**Administrative & General Information**

**Reservation of Rights**

This RFP is issued to invite vendors to submit information and/or bids. Issuance of this RFP in no way constitutes a commitment by MSA to select a vendor and/or award a contract. MSA reserves the right, without prejudice, to reject any or all proposals not in compliance with the RFP specifications and may exercise the right to accept or reject any or all proposals submitted. MSA has 30 days to accept a submitted proposal.

**Schedule of Events**

<b>EVENT</b>	<b>DATE/TIME</b>	<b>LOCATION</b>
RFP Release	Feb 9, 2024	<a href="https://www.midwaystar.org/">https://www.midwaystar.org/</a>
Submission Deadline	March 15, 2024	Email, fax, mailed
Award Notification	April 15	phone, email

**Proposer Responsibilities**

It is the proposer's responsibility to inspect all submitted documents to assure completeness, legibility, etc. It is the proposer's responsibility to understand the proposal. Any misunderstanding is the responsibility of the proposer. MSA has no obligation to correct, reject, or question any portion of the proposal. All costs directly or indirectly related to the preparation of a proposal responding to this RFP, any oral presentations required to supplement and/or clarify a proposal, and any reasonable appearance that may be required by MSA in connection with this Request for Proposal, shall be the sole responsibility of the proposer, and shall not be reimbursed in any manner by MSA.

### **Ownership of Proposals**

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

### **Subcontracting Information**

The selected firm shall be the prime proposer to Midway Star Academy. Proposers may enter sub-proposer arrangements; however, proposers should acknowledge in their proposal total responsibility for the entire contract, including payment of any and all charges resulting from the contract. If the proposer intends to subcontract portions of the work, the Proposer should designate, in their response, the specific tasks to be performed by the sub-proposer. Beyond the initial agreement, the proposer shall not make any additional assignments or subcontracts without obtaining written permission from MSA.

### **Proposer Prohibitions**

1. MSA will assess, negotiate, and decide on this proposal without influence from the proposer's employees, representatives, agents, vendors, and or any other parties with a business, financial, or familial relationship to the proposer.
2. The proposer is prohibited from exploiting a conflict of interest, gratuities, kickbacks, or any other type of incentive or influence upon MSA, its board, and its agents. Violators will be prosecuted to the extent of the laws pertinent to MSA.
3. Proposers must submit a firm bid. A proposer will not stipulate in its proposal any conditions not contained in contract documents. Any qualifying statements or conditions may be declared irregular and non-responsive to the RFP.
4. The proposer is prohibited from submitting a proposal contingent upon winning multiple contracts. MSA will disqualify any such proposal.

### **Questions**

Questions regarding this RFP must be emailed to MSA's Executive Director, Mohamed Warsame at [mwarsame@midwaystar.org](mailto:mwarsame@midwaystar.org) no later than 3:00 p.m. central time on (March 1,

2024). Questions received by that time will be compiled and answered by 3:00 p.m. central time on March 8, 2024. Questions received after that time will not be answered unless the answers have already been made public to all potential proposers. Answers to questions and any addenda to this RFP will be available on MSA's website at [www.midwaystar.org](http://www.midwaystar.org)

### **Proposer Expectations**

MSA expects all proposers to sufficiently address the following terms within the submitted proposal:

#### **Staffing**

The proposer agrees not to discriminate against any employee 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 test and background check prior to employment and will submit the names of employees, drug test, and background check results to Midway Star Academy.

The proposer will provide a detailed plan to manage all personnel involved in the transportation of MSA students. The proposer will assume all responsibility for hiring, training, and discharging personnel, however, MSA reserves the right to request dismissal of any staff member for service. The proposer is responsible for hiring, training, and supervising bus monitors. Training should include first aid, CPR, and seizure training. Training on the administration of medication is required on special education buses.

The proposer will always maintain adequate staffing. All the proposer's employees will be neatly dressed, presentable, helpful, friendly, and cooperative at all times. Drivers and other persons coming in contact with children must uphold the highest professional standards and maintain the highest moral character. MSA places the proposer access to full responsibility for assuring such qualities in all personnel. The proposer will facilitate a review of the transportation process through ride-a-longs and/or observation of the general operation of the bus service.

#### **Safety**

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 annual, documented emergency exit drills, and adequate child safety measures. If requested by MSA, annual presentations for all students. The safety of our students is our primary priority. The proposer must include in their comprehensive safety training and management plan any health and safety issues, including all accidents involving a bus carrying MSA students, which must be reported immediately to MSA.

A copy of the safety plan and supporting documentation, which is required to be in conformance with Federal and State Laws and Regulations, must be included with the proposal.

### Legal and Responsibility

The proposer must fulfill all obligations in compliance with all applicable local, state, and federal laws and regulations. The proposer must be knowledgeable of and abide by all provisions of legislative enactments, by-laws, and regulations in regard to safety.

### Scope of Work

The winning proposer will provide full-service student transportation for students attending MSA. Full-service is defined as including morning and afternoon routes for all students, including special education students (if deemed necessary), and field trips.

The ultimate resources to be provided will include but are not limited to the vehicles, video cameras, facilities, vehicle maintenance and repairs, insurance, parent communication, fleet management, drivers, attendants/aides/monitors, mechanics, administrative staff, training, professional development, routing, and certifications necessary to provide MSA student transportation. The proposal must fulfill all obligations in compliance with all applicable local, state, and federal laws and regulations. The proposer must be knowledgeable of and abide by all provisions of legislative enactments, bylaws, and regulations regarding student safety and transportation. See the attached 2023-2024 calendar which is similar to the 2024-2025 school calendar.

### MSA - Full-service Van transportation

Grades	Address	Projected Students needing transportation	School Start Time	Dismissal Time
K-8		15 Special Education	7:00 a.m.	2:30 p.m.
K-8		25 General Education Students	7 a.m.	2:30 p.m.

### Proposal Requirements

Proposers must have a demonstrated track record of success in the industry, provide professional references, and display sound business practices that show fiscal responsibility. The proposal must answer all questions and include all requested documentation for the proposer's bid to be considered.

For the following items, the proposer must provide the requested company information

**A. Introduction (Cover Letter)**

- A brief company profile to include, but not limited to, headquarters location, years of service to K-8 schools, and other operating locations.
- A brief statement explaining the proposer's understanding of the scope of work and requirements of this RFP.
- Detail your firm's experience and success in providing requested services.
- Include the name, title, phone number, and email address of the person to whom **MSA** may direct questions regarding this proposal.
- The Cover letter should be signed by an individual who is authorized to make proposals on behalf of the company.

**B. Company Information**

- Company financial information for each of the last three fiscal years.
- Current insurance certificates demonstrating existing coverage for worker's compensation/employer's liability insurance, comprehensive general liability insurance, automobile liability, and physical damage insurance.
- Company fleet information (number of buses, age range, etc.)
- Employee policies, including sourcing, hiring, driver compensation rates, benefits, and training programs.
- Driver retention data for each of the last three academic years.
- References for at least two current contacts of similar size, including the date of inception and contact information for those clients.
- Two additional references, one of which must be a former client.

For each of the following assurances, the proposer must provide sufficient documentation to prove their ability to meet these expectations and deliverables:

## **Management and Support Personnel**

The proposer is responsible for hiring and training the necessary staff to ensure consistent, reliable, and high-quality service. While specific employees are at the discretion of the proposer, MSA expects experienced and qualified dispatch, maintenance, trainers, and supervisor-level employees. Proposers must have a strong system in place to manage employee timeliness and performance that includes the following procedures:

- a. Contingency/coverage plan for expected and unexpected absences or staff turnover.
- b. Plan for regular monitoring and measurement of performance that includes a feedback system to drive improvement or replacement of underperforming employees.

## **Drivers and Van Monitors**

The proposer is responsible for hiring, assigning, training, and managing all van drivers and van monitors. Both regular and substitute staff will be assigned as consistently as possible to the same van run for the purpose of route familiarization and pupil control. MSA delegates to the proposer's drivers and monitors the necessary authority to maintain orderly behavior on vans. The proposer must ensure that drivers and monitors receive the training and experience necessary to manage student conduct. Additionally, monitors must have training that includes first aid, CPR, and seizure training. Training on the administration of medication is required on special education vans.

## **Equipment**

The proposer will provide on an as-needed basis up to the guaranteed maximum or down to the minimum number of school buses specified on the pricing page. The proposer will ensure all vans have first aid kits, fire extinguishers, functional exit doors, working two-way radios, car seats, a direct emergency phone line to ensure immediate contact with the proposer, and an approved electronic child check system. MSA reserves the right to specify a single GPS product to be installed and operated on all vans serving MSA GPS reporting and access must include, but is not limited to live look-up, route replay, on-time reports, coverage reports, etc. MSA reserves the right to request its name and/or logo appear on all vans and, if exercising this right, will work with the proposer in good faith to ensure the placement of the name; and/or logo meets the needs of both MSA and the proposer.

## **Equipment Maintenance**

All equipment shall comply with all statutes, school bus specifications, and safety regulations. If any van equipment owned by the proposer fails at any time to comply in whole or in part, the proposer shall replace it without expense to MSA and without claims for adjustment in compensation. The proposer will provide daily interior cleaning of all vehicles. Exterior



cleaning will be done at least twice a month from August through June. Vehicle windows must be clean and clear, and vehicle numbering must always be visible.

The proposer is responsible for maintenance and repairs on all vehicles utilized under this contract at its own cost. The proposer is to provide sufficient spare vehicles as backup units during breakdowns and whenever vehicles may be out of service for maintenance or repairs. The proposer will perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no circumstances may an unsafe vehicle be used to transport students. The proposer will keep on file the completed inspection sheets and submit copies of the sheets to MSA when requested.

### **Data Management**

The proposer is required to work with MSA to effectively and regularly communicate student demographic information, bus rosters, and routes across all pertinent systems, including JMC, the proposer's routing system, and the proposer's dispatch system. The proposal must include software information, communication methods, imports/export specs, etc.

### **Routing Services**

The proposer is responsible for providing routing services, which include routing software, designing van routes, assigning riders, pairing or packaging van routes, and/or optimizing accordingly. Routes shall be submitted to MSA for approval prior to implementation. MSA expects routes to be as convenient as possible for students and parents and for routes to maximize efficiency to reduce costs. The proposer's drivers shall not deviate from the approved scheduled runs without prior approval from the MSA administration.

The proposer shall provide transportation to all students who live outside of at least a one-mile radius of the campus. All van stops are to be in front of the student's place of residence. Student travel to and from school cannot exceed 3 hours per day. Vans are expected to arrive at school no less than 10 minutes prior to scheduled arrival and dismissal times.

### **Roster/Route Maintenance**

Routes are to be updated weekly to ensure that drivers have access to the most up-to-date ridership information and contact information. The proposer can reassign students to existing

stops on that schedule. Routes will be updated semimonthly to best meet the needs of parents and students and to continuously improve operations.

## **Transition Plan**

The proposer must have all staff, equipment, and procedures in place prior to August 26, 2024. Any proposer already providing transportation in the service area must assure their ability to increase their operational capacity. Proposers not currently providing services in the area must outline their plans to set up operations. The plan must address land, vehicles, and staffing.

Prior to the start of the school year, the proposer will perform at least one real-time "dry run" within the ten days preceding the first day of school. The dry run day will be scheduled and coordinated with MSA school administrators, who will monitor the process. MSA and the proposer will meet within 24 hours of the dry run day to assess the outcome and make any necessary changes.

## **Insurance**

The proposer must provide insurance that minimizes MSA's risk exposure. The proposer shall name Midway Star Academy and its officers, employees, agents, volunteers, etc., as additional insured for both ongoing and completed operations on Auto Liability and General Liability. Additionally, the proposer shall obtain and maintain, at all times this Agreement is in effect, insurance with carriers having an A Best rating of [A-: VII], against all claims made by or on behalf of any persons, firm, or corporation, arising from, related to, or connected with the conduct and operation of the Proposer's business, including but not limited to, the following minimum limits set forth below:

1. Worker's Compensation/Employer's Liability insurance to cover in the amount of a minimum of \$1,000,000 each accident/disease each employee/disease policy limit; including a waiver of subrogation and MSA Employer endorsements in favor of Midway Star Academy.
2. Comprehensive General Liability insurance in the form of comprehensive, contractual insurance, personal injury, broad-form property damage, premises operation, and completed operations in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate; including naming Midway Star Academy as additional insured and including a waiver of subrogation in favor of Midway Star Academy
3. Excess Umbrella Liability Coverage with a minimum limit of \$5,000,000.

4. All employees must be bonded.
5. All of the above-mentioned policies will include a provision that Midway Star Academy will receive 30 days' advance notice of cancellation or reduction in the limits of liability or coverages.
6. In addition, it is understood and agreed that Midway Star Academy will not be held responsible for damage to the provider's equipment or vehicle regardless of cause.
7. Insurance requirements are subject based upon enrollment trends and MSA's discretion.

### **Pricing**

The fees and costs proposed by the prospective vendor shall be submitted using the format found in Attachment I - Pricing. All Proposers must respond to Attachment I for any alternate proposal to be considered.

1. Provide per-day pricing for each element of service (this is the contracted pricing amount)
2. Pricing shall include the transportation services required along with fulfilling the terms and conditions stated in the sample agreement for student transportation services.
3. Pricing shall also include a per bus/per trip vehicle cost for the buses that will provide student transportation for all field trips

### **Prohibitions**

The Proposer is prohibited from exploiting a conflict of interest, gratuities, kickbacks, or any other type of incentive or influence upon MSA, its Board(s), and its agents; violators will be prosecuted to the extent of the laws pertinent to MSA.

### **Evaluation of Proposal/Criteria**

All proposals will be reviewed and evaluated to determine compliance with the requirements of the RFP.

<b>Criteria Evaluation:</b>	<b>Points</b>
1. Company Qualifications: Company stability, company reputation, and length of time in business.	10 Points
2. Financial Stability: Financial strength of proposer.	10 Points
3. Service and Performance: Quality of service and performance record.	10 Points
4. Qualifications of Management: Qualifications and experience in management and staff, driver selection programs and training including pupil management and ability to retain qualified employees.	10 Points
5. Qualifications of Drivers: Ability to meet or exceed the performance goals and requirements of the District as set forth in this Request for Proposal.	10 Points
6. Equipment Used: Fleet plan, replacement plan for equipment, and quality of maintenance program.	10 Points
7. Safety of Operations: Safety program, history, and procedures	10 Points
8. Evidence of positive parent, school staff, and community relations: Proven history and demonstrated company posture in dealing with parents, community relations and school staff.	30 Points
9. Proposal Cost (proposed rate schedule applied to Section VI-3 worksheet)	100 Points
10. Facilities Plan	Pass/Fail
11. Insurance Data	Pass/Fail
12. Oil Recycling Program	Pass/Fail
13. Provision of References	Pass/Fail
<b>TOTAL POINTS</b>	<b>200</b>

In addition to the above basic criteria, the following factors will be reviewed and considered:

a. Motivation

c. Philosophy of service

b. Professionalism

d. Flexibility

If one or more proposals need clarification, the MSA will request such clarification in writing and will afford the Proposer(s) who are contacted an opportunity to respond in kind, with the necessary clarification.

**MSA 2023- 2024 Calendar**

## Proposal Requirements

1. Cover Letter
2. Company Information
3. Assurances
  - a. Scope of Work
  - b. Proposal Requirements
  - c. Management and Support Personnel
  - d. Drivers and Van Monitors
  - e. Equipment
  - f. Equipment Maintenance
  - g. Data Management
  - h. Routing Services
  - i. Roster/Route Maintenance
  - j. Transition Plan
  - k. Insurance
4. Pricing
5. Certifications
  - a. Certification Statement (Appendix A)
  - b. Responsibility Disclosures (Appendix B)

### Pricing

**ONE YEAR FIXED, YEAR TWO AND THREE ESCALATORS**

The proposer shall state a firm, fixed price for both the basic rate per school bus, per day and the excess rate per school bus, per hour for all school bus sizes listed below for each pairing.

#### Morning/Afternoon Routes (Home to School Transportation)

Van Capacity	Cost Per Route Per Day	Excess Hourly Rate	Monit or Cost  Per Route Per Day
10 passenger			
5-8 passenger			

The Proposer shall be compensated at the applicable basic rate per school bus, per day as stated for each route consisting of up to five (5.0) hours of live time transportation service. A regular

route operating only in the morning or only in the afternoon/evening consisting of up to two and one half (2.5) live-time transportation shall be compensated at one-half (1/2) of the applicable basic rate per school bus, per day stated on the Pricing Page.

In addition to the applicable basic rate per school bus, per day, the Proposer shall be compensated at the applicable excess rate per school bus, per hour as stated above for live time transportation service in excess of five (5.0) hours. For service in increments of one-quarter (1/4) of an hour, the Proposer shall be compensated at the same portion of the excess rate per school bus, per hour stated above. The one-quarter hour shall be calculated by rounding the time driven to the closest quarter hour. The rounding calculation shall mean that the excess minutes from one (1) to seven (7) shall not cause any added cost (rounded down to the closest one-quarter hour), and those minutes from eight to fifteen (15) shall create added cost based on the quarter hour rate (rounded up to the next one- quarter hour).

The bidder shall state a guaranteed minimum number of school buses and a guaranteed maximum number of school buses available for the performance of the services specified herein. Price will not be the only determining factor in the award or awards.

\_\_\_\_\_Guaranteed minimum number of school vans

\_\_\_\_\_Guaranteed maximum number of school vans

**For School Years 2025-2026 & 2026-2027**

The proposer must indicate below the percentage of price increase or percentage of price decrease applicable. If a percentage is not quoted (i.e. left blank), MSA shall have the right to execute the option at the same price(s) quoted for the original contract period.

Statements such as "a percentage of the then-current price" or "consumer price index" are NOT ACCEPTABLE.

The percentages indicated below will be used in the cost evaluation process to determine the lowest offer and the potential maximum financial liability to MSA.



## **Annual Increase**

Year 2 (2025-2026) Period: +/- \_\_\_\_% over 20\_\_-20\_\_

Year 3 (2026-2027) Period: +/- \_\_\_\_% over 20\_\_-20\_\_

### **Appendix A - 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:

Official Contact Name: \_\_\_\_\_

Date: \_\_\_\_\_

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, the 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. The Proposer's quote is valid for at least one year from the date of the 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 the final contract in which to complete contract negotiations, if any, and execute the final contract document.

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Signature: \_\_\_\_\_

## Appendix B - Responsibility Disclosure

Responses to the following questions must accompany the contractor's bid. A bid may be deemed non-responsive 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 (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 student transportation services.  
Yes / No

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

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

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

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

If yes, please attach an explanation of the circumstances, including the specific allegation(s) filed against your firm; the licensing agency that was involved; and the disposition/status of each case.

Name (Print): \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_