

BREAKTHROUGHMIAMI

Notice is hereby given that Breakthrough Miami will receive proposals for the implementation of a school bus transportation contract. Proposals will be received no later than:

DATE: April 19, 2021

TIME: 2:00 p.m.

Submit responses to:

Breakthrough Miami

Attn: Nicole Gray

SW 3rd Avenue, 6th Floor

Miami, Florida 33129

admin@breakthroughmiami.org

For further information, please contact:

Nicole Gray

admin@breakthroughmiami.org

(305) 646-7210

TENTATIVE SCHEDULE

The Contractor shall have all buses and labor in place during May, 2021 for the 2021 Summer Institute, beginning June 14, 2021.

RFP Documents Released:	April 12, 2021
RFP Due-Date:	April 19, 2021
RFP Evaluation:	April 19, 2021 - April 30, 2021
Notice of Award:	May 3, 2021
Contract Execution:	May 14, 2021

RECEIPT OF PROPOSAL DOCUMENT

Each proposer shall be responsible for the delivery of an electronic copy of their response to the RFP. Proposals should be sent to the attention of Nicole Gray at admin@breakthroughmiami.org in PDF format, and titled with the company name followed by PROPOSAL FOR STUDENT BUS TRANSPORTATION.

All proposal respondents will be responsible for the costs associated with the preparation of the requested proposals, and Breakthrough Miami will in NO way be held liable for these costs. Breakthrough Miami is the sole judge of the value and merit of the proposals and reserves the right to reject any or all proposals.

CONTACTS FOR BREAKTHROUGH MIAMI

Breakthrough Miami's official contact for all correspondence, inquiries, and submissions related to this RFP is Nicole Gray, Business Manager.

Phone: (305) 646-7210

Email: admin@breakthroughmiami.org

Address: 3250 SW 3rd Avenue, 6th Floor, Miami, Florida 33129

INSTRUCTIONS TO BIDDERS

- 1) NOTICE IS HEREBY GIVEN that Breakthrough Miami will accept bids for a one-year contract with an option to renew for an additional year to provide STUDENT BUS TRANSPORTATION SERVICES. Bids will be evaluated by Breakthrough Miami. Bids should be submitted for a period beginning June 1, 2021 through April 30, 2022.
- 2) **Emailed proposals shall be sent to the above email address, any time prior to, but not later than April 19th, 2:00 p.m.** Proposals received after this time will not be considered.
- 3) All proposals submitted must be valid for a minimum period of 90 days after the due date of April 19, 2021.

- 4) Evaluation: Breakthrough Miami reserves the right to reject any and all bids, or to waive any informalities, irregularities or technicalities in any proposal, should it be deemed to be in the best interest of Breakthrough Miami to do so. The contract will be awarded, if at all, to the best-value and best price bidder meeting RFP specifications as determined by the Breakthrough Miami. Bids should be submitted on the premise that Breakthrough Miami intends to contract as a single unit, and that the proposal must be acceptable to Breakthrough Miami. While the financial responsibility of the bidder is a significant concern, Breakthrough Miami is equally concerned with the proven ability of the bidder to satisfactorily perform the contract so the service will be provided in accordance with proposed contract documents. After determining a proposal satisfies the mandatory requirements stated in the RFP, the comparative assessment of the relative benefits and deficiencies of the proposal in relationship to the published evaluation criteria shall be made by using subjective judgment. The award of a contract resulting from this Request for Proposal (RFP) shall be based on a best proposal, best-value and best-price bid received in accordance with the evaluation criteria stated below:
- Mandatory Requirements: All items listed in the mandatory list must be included in the proposal package in order for the RFP to be considered.
 - a. Financial Statements
 - b. Vehicle Status
 - c. COVID Safety Protocols and Procedures
 - d. Client References
 - e. Insolvency Statement
 - f. Indictment Statement
 - g. Proof of Miami-Dade Public Schools Bus Service Approval
 - h. Affidavit of Staff Background Screenings
 - i. Proof of Required Insurance
- 5) Any explanation or statement, which the bidder wishes to make, must be emailed with the proposal. Unless the bidder so indicates, it is understood the bidder is in strict accordance with the specification requirements. Breakthrough Miami reserves the right to reject any and all explanations or statements, should it be in the best interest of Breakthrough Miami to remain in strict accordance with the specification requirements.
- 9) The bid shall be based on the premise that Breakthrough Miami will not be responsible for financing, holding title to, or licensing vehicles. Breakthrough Miami reserves the right to negotiate with the successful proposer. The negotiated bid will be the basis of the award.
- 10) The Contractor shall provide background checks for any employee who works on a school bus and is in any way involved in the supervision of minor children, and must specify how this requirement will be met. The Contractor shall also provide Breakthrough Miami with an affidavit confirming all employees have had a background check and been given clearance to work with minor children. The Contractor shall notify Breakthrough Miami, in writing, of its intention to hire any applicant with a past felony conviction. Breakthrough Miami reserves the right and makes the final decision on Contractor's employees who may or do provide any service to Breakthrough Miami.

- 11) The Contractor shall provide a clear designation for employees who work on a school bus and is in any way involved in the supervision of minor children. This designation must be in the form of a uniform or identification badge.
- 12) The rates given for routes are based on the information provided in Addendum A. Breakthrough Miami reserves the right to add additional routes in accordance with its program expansion for the same or lesser rate.
- 13) Bidders must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained.
- 14) All bids shall be deemed final, conclusive and irrevocable and no bid shall be subject to correction or amendment for any error or miscalculation.

BIDDER'S QUALIFICATIONS

- 1) **Financial Statements:** Bidders must include, with their bid, an audited financial report for the two (2) most recent fiscal years.
- 2) **Vehicle Status:** A schedule for implementing the Agreement should your firm be selected as the successful Contractor. Your schedule should address:
 - a. Number of vehicles in fleet, by category
 - b. Inspection schedule for vehicles, facility and equipment
 - c. Year, make and model of all vehicles
 - d. Selection, any necessary training and employment of drivers
 - e. Employee orientation, especially to Breakthrough Miami routes, schedules and COVID protocols
- 3) **COVID-19 Safety Protocols & Procedures:** A plan outlining the protocols and procedures implemented by the Contractor to protect the safety of all drivers and students.
- 4) **Corporate History:** The corporate or individual history of the bidder.
- 5) **Job Descriptions:** A job description summarizing the experience and qualifications of each position primarily responsible for the performance of the contract, or if the contract manager has not been identified or hired, the qualifications necessary to fill the position.
- 6) **Organizational Chart:** An organizational chart showing the staffing and lines of authority for key personnel to be used in performing the contract. Include the name(s) and title of management staff responsible for the successful servicing of this contract, if awarded.
- 7) **Summary Narrative:** A summary by narrative, brochure, chart or other means showing the bidder's special qualifications and philosophy, which may give the bidder the ability to satisfy all bid

requirements. Proposer must clearly demonstrate prior experience in the field of home-to-school transportation and special education needs.

- 8) **Credit References:** A listing of credit references, including at least two (2) trade or industry suppliers with whom you regularly deal.
- 9) **Client References:** A listing of three references of current clients to whom similar transportation services have been provided.
- 10) **Insolvency Statement:** A statement regarding any petitions filed under the Bankruptcy Act or any state insolvency law or a receiver, fiscal agent, or similar officer appointed by a court for the business or property of the Contractor, a subsidiary or intermediary company, parent company, holding company, or any partnership in which the Contractor was a general partner at or within five (5) years before the time of such filing or such appointment.
- 11) **Indictment Statement:** A statement regarding any instances in which the Contractor, subsidiary or intermediary company, parent company or holding company has been indicted, accused or convicted of a crime or been the subject of a grand jury or criminal investigation. Statement must also list any order, judgment or decree of any court of competent jurisdiction permanently or temporarily enjoining it from, or otherwise limiting its participation in any type of business, practice or activity.
- 12) **Compliance to Federal, State and Municipal Laws:** The bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract, and in particular, such laws pertaining to safety. The Contractor, in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.
- 13) **Miami-Dade County Public Schools Qualification:** All vendors must be certified as a Miami-Dade County Public Schools vendor and be in good standing with the Miami-Dade County Public Schools system.
- 14) **Subcontracts:** No contract shall be assigned, or any part of the same, subcontracted. It is unacceptable to Breakthrough for the company to subcontract any portion of the routes to other contractors.
- 15) **Equipment Maintenance:** Contractor shall maintain all equipment, solely at their cost, used in the transportation of students in accordance with laws and regulations of the State of Florida regarding school buses, and such equipment shall be maintained in good mechanical order at all times in accordance with the Miami-Dade County Public Schools Safety Inspection Form. Buses shall be kept in clean and sanitary condition and open to examination by Breakthrough Miami at all times.
- 16) **Equipment Description:** Contractor shall submit a description of the equipment that s/he proposes to use in carrying out the contract at the time of RFP submittal and, if the contractor is awarded the bid, prior to the beginning of each school year. The description of equipment must

include year, model, capacity, fuel type and any special education needs equipment, including but not limited to, air conditioned buses, vans or vehicles and wheel chair lift buses.

- 17) **Equipment Compliance:** It is understood that all equipment furnished shall comply with all statutes, school bus specifications, and safety regulations in force, and that if any bus equipment owned by the Contractor fails at any time to comply in whole, or in part, during the term of the contract, it shall be replaced by the Contractor without expense to Breakthrough Miami, and without claims for adjustment to compensation.
- 18) **Equipment Inventory:** If the successful proposer does not have adequate equipment at the time of award of the contract, the proposer shall present Breakthrough Miami with a certified statement from an authorized dealer, manufacturer, or other reliable source, showing all necessary equipment will be supplied and all such equipment will be available on-site for use by the Contractor for performance of the contract.
- 19) **Standby Inventory:** Standby buses in a number equal to ten percent (10%) of the regularly assigned route buses, meeting the same specifications of the route buses, shall be available on-site to provide extra-curricular service and to be used in the event any buses regularly transporting students shall be inoperable. Included in the 10% requirement for spare buses shall be a spare bus(es) equipped with a wheelchair lift.
- 20) **Inventory Specifications:** These bid specifications shall be affixed to the contract entered into with the Contractor, and shall be considered an integral part thereof. Should it be determined there is contradiction between the bid specifications and Contract, terms and conditions as stated in the Contract shall prevail.
- 21) **Bus Inspections:** The Contractor agrees that each morning before any school buses are used for transportation, the driver shall inspect his/her bus carefully for defects, and remedy any defects before using said vehicles.

GENERAL CONDITIONS TO BIDDERS

- 1) The Contractor must adhere to all laws and policies of the State of Florida and Breakthrough Miami, and shall observe and comply with all laws and regulations pertaining to Equal Employment Opportunity and Fair Employment Practices.
- 2) **Hold Harmless Clause:** The Contractor agrees to indemnify, hold harmless and defend Breakthrough Miami and all administrators, employees, agents, or servants of Breakthrough Miami, against all suits, actions, legal proceedings, claims and demands, and against all damages, loss, costs, expenses and attorney's fees, in any manner, caused by, arising from, incidental to, connected with or growing out of the operation of this contract.
- 3) **Collusive Bidding:** The Bidder certifies his/her bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

- 4) **Personnel:** Transportation vehicles shall not be operated by anyone other than a person holding the required license issued to him/her by the State of Florida. Personnel shall, at all times, comply with the motor vehicle laws of the State and all cities, villages, or other municipalities in which such vehicles may be operated. It is recognized that, for the protection of the children, drivers and all other persons coming in contact with the students must be of stable personality and of highest moral character. The responsibility for hiring and discharging personnel shall rest entirely upon the Contractor. Breakthrough Miami shall request in writing the removal of any driver from Breakthrough Miami service who, in their opinion, is not suitable to operate a bus or provide service acceptable to Breakthrough Miami. The Contractor shall underwrite all costs incurred to provide qualified drivers, monitors and aids. Such costs shall include all training, physical examinations, license and permit fees, recruitment and any other related fees.
- 5) **Safety Program:** The Contractor shall plan and administer a safety program in conformance with the State of Florida laws and regulations, Miami-Dade County Public Schools policies and Breakthrough Miami' procedures. The safety program must include, but is not limited to, the following:

Drivers and Associated Personnel

- a. Confirmation that all driver applicants have met acceptable requirements as indicated in State of Florida laws, Miami-Dade County Public Schools policies and Breakthrough Miami
- b. Classroom and road training programs devoted to safety, proper bus operation, special education needs, rules and regulations, and first aid
- c. Defensive driving courses as certified by the National Safety Council
- d. A review process that includes a review after thirty (30) days of employment and at least annually thereafter
- e. Review courses on rules, regulations, safety, and first aid given annually
- f. At the expense of the Contractor an investigation into each driver's criminal record and Motor Vehicle Record with the State of Florida prior to hiring. Motor Vehicle Record (MVR) checks shall be conducted at least every six (6) months thereafter
- g. Physical examinations, including drug screening, for each driver prior to hiring, and thereafter as required by law

Students

- a. Assistance and/or participation in safety programs for Breakthrough students, as needed.
- b. All bus routes, bus stops, operation of vehicles, and driver activities must be conducted with the safety of the students as the prime concern.

- c. Training for Breakthrough Miami students and personnel on proper disembarking, bus riding procedures, evacuation procedures and all other safety policies and procedures, including COVID safety, at least twice per year – in June and September/October, if the Breakthrough Miami requests such training.
 - d. Continual monitoring of the behavior of all students to insure safe bus riding procedures are being followed, and If not, immediately notifying Breakthrough Miami.
 - e. Agreeing to have Breakthrough Miami administrators ride a bus and/or observe the general operation of the bus service from time to time.
6. **Insurance:** The Contractor shall carry, pay for, and keep in force, with a company or companies licensed to do business in the State of Florida, comprehensive general liability and comprehensive automobile liability.
 7. **Workers Compensation:** The Contractor shall provide Workers Compensation Insurance for its employees in statutory limits.
 8. **Insurance Endorsement:** The liability insurance policy will carry an endorsement, upon the face, showing the Breakthrough Miami and all administrators, employees, agents and servants of Breakthrough Miami, individually and severally, as additional insured's under the policy.
 9. **Certificates of Insurance:** The Contractor shall present and maintain current certificates of insurance throughout the term of the contract to the Breakthrough Miami giving evidence of the insurance coverage. A certificate of insurance or other evidence of insurability must be submitted with the proposal. A certificate of insurance must be submitted annually to Breakthrough Miami, and upon renewal or upon obtaining a new insurance company, throughout the life of this transportation agreement.
 10. **Termination Notification:** Each insurance company shall agree not to terminate their coverage without thirty (30) days written notice to the Contractor and Breakthrough Miami, and to include this clause in the insurance policy and in the certificate of insurance.
 11. **Additional Insured Requirements:** Notwithstanding any terms, conditions or provisions in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of Breakthrough Miami as an unrestricted additional insured on the Contractor's insurance policies, with the exception of Workers' Compensation.

The policy naming Breakthrough Miami as additional insured shall:

- a. be an insurance policy from an A.M. Best rated "secured" or better, State of Florida admitted insurer;
- b. provide for 30 days notice of cancellation;

- c. state the organization's coverage shall be primary coverage for Breakthrough Miami, its employees, interns, volunteers and all other associated persons;
- d. state that the policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse, harassment, or similar sexual misconduct;
- e. ensure Breakthrough Miami is listed as an additional insured. A copy shall be included with the certificate of insurance. The Contractor agrees to indemnify Breakthrough Miami for any applicable deductibles. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

Required Insurance shall include:

- 1) Commercial General Liability Insurance \$1,000,000 per occurrence/\$2,000,000 aggregate.
 - 2) Automobile Liability \$5,000,000 combined single limit for owned, hired and borrowed and non-owned vehicles.
 - 3) Workers' Compensation Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
- 12) **Insurance Compliance:** The Contractor acknowledges failure to obtain such insurance on behalf of Breakthrough Miami constitutes a material breach of contract and subjects the Contractor to liability for damages, indemnification and all other legal remedies available to Breakthrough Miami. The Contractor is to provide Breakthrough Miami with a certificate of insurance, evidencing the above requirements have been met, prior to commencement of work.
- 13) **Student Guidelines:** Breakthrough will make available to the successful contractor a listing of Breakthrough Miami approved guidelines for student transportation within Breakthrough Miami routes. All routing shall become the responsibility of the Contractor, subject to Breakthrough Miami approval.
- 14) **Student Bus Attendance:** Conflicts regarding eligibility of riders and stop locations will be decided by Breakthrough Miami or its designee. The Contractor agrees to abide by all decisions of Breakthrough Miami in this area. All schedules shall be in keeping with safety guidelines for school children so as to deliver students within a reasonable time, as determined by Breakthrough Miami, prior to the start of school and so as to deliver them to their respective stops within a reasonable time, as determined by Breakthrough Miami, after the final loading of the bus. The Contractor and his/her staff will provide and maintain, for all drivers, up to date names and available addresses, of all students assigned to their routes. Drivers will keep such student logs with them when driving and will maintain student confidentiality at all times. The Contractor will immediately provide Breakthrough Miami with such student logs when requested by Breakthrough Miami. Breakthrough Miami will formulate a plan to publish the Contractor's approved routes on a yearly basis. Any cost associated with this publication will be paid for by Breakthrough Miami.

- 15) **Required Records:** The Contractor shall maintain complete and accurate records of all trips provided, all miles traveled under this contract, all disciplinary actions, and such other reports Breakthrough Miami may request, and/or such other reports which may be required under all applicable laws.
- 16) **Emergency Cancellation of Transportation:** The Contractor will follow Breakthrough Miami procedures for emergency cancellation of transportation in those cases where weather conditions may preclude the movement of buses or be a safety concern. The Contractor, at Breakthrough Miami's request, will provide professional advice prior to Breakthrough Miami cancellations due to weather conditions, or emergency closings.
- 17) **Compliance:** The Contractor and Breakthrough Miami agree that failure to comply with the requirements outlined in the Agreement will result in a cost reduction to be negotiated and agreed to by both parties.
- 18) **Cancellation:** In the event that either Breakthrough Miami or the Contractor shall willfully violate any of the covenants or duties imposed upon by the Agreement, such willful violation shall entitle the other party to terminate the Agreement. The party desiring to terminate for such cause shall give the offending party ninety (90) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then the Agreement shall be deemed terminated.
- 19) **Contractor Not An Agent:** The Contractor shall not be held or deemed in any way to be an agent, employee, or official of Breakthrough Miami, but rather an independent Contractor furnishing transportation services to Breakthrough Miami.
- 20) **Supervision of Loading and Unloading:** The Contractor agrees the driver of each bus shall supervise the loading and unloading of his/her bus at all pick-up and delivery points, and the Contractor will provide office contacts for reporting transportation problems.
- 21) **Student Management:** Rules and regulations regarding bus passenger discipline shall be given to each student and to the Contractor by Breakthrough Miami. When a passenger causes an undesirable situation on any bus, the driver shall report the passenger's name and/or description of the situation to his supervisor, who shall, no later than the following day, turn in a report to Breakthrough Miami. All vandalism damages to the Contractor's equipment or facilities will be the responsibility of the Contractor; however, Breakthrough Miami will assist the Contractor in receiving restitution for damaged equipment.
- 22) **Operating Expense:** The Contractor shall provide and compensate its drivers, and other personnel, and pay all expenses pertaining to operating the buses, such as State licenses, oil, lubrication, tires, antifreeze, all repairs and maintenance, storage, washing, and fuel.
- 23) **Fuel & Fuel Storage:** The Contractor shall provide fuel, at the lowest possible fuel expense while still maintaining decent fuel economy. The Contractor will be responsible for compliance with all

State and Federal Environmental Protection Agency (EPA) guidelines, rules and regulations concerning bulk fuel storage.

- 24) **Equipment:** At any and all times during the life of this contract, the average age of the bus fleet will not exceed six (6) years, and the maximum allowable age for any single vehicle is twelve (12) years old. An automated operation/maintenance recording system for each vehicle and vehicle category shall be in place in order to provide a basis for optimum fleet management. The Contractor will be responsible for maintaining these records.
- 25) **Compensation:** The Contractor will be paid on an agreed upon per bus per day rate schedule. Compensation will be due monthly and in accordance with the Contractor generated invoices that will be approved by Breakthrough Miami.
- 26) **Special Trips:** Breakthrough Miami reserves the right to cooperatively or individually bid private school transportation, special needs student's transportation, special trips, athletic trips separately, while this contract is in force, when the Breakthrough Miami feels it is in the best interest of the Breakthrough Miami to do so.

PROJECT DESCRIPTION

Breakthrough Miami is located in Miami-Dade County, Florida. It includes the cities, villages and towns of Aventura, Bal Harbour, Bay Harbor Islands, Biscayne Park, Coral Gables, Cutler Bay, Doral City, El Portal Florida City, Golden Beach, Hialeah, Hialeah Gardens, Homestead, Indian Creek, Key Biscayne, Medley, Miami, Miami Beach, Miami Gardens, Miami Lakes, Miami Shores, Miami Springs, North Bay Village, North Miami, North Miami Beach, Opa-locka, Palmetto Bay, Pinecrest, South Miami, Sunny Isles Beach, Surfside, Sweetwater, Virginia Gardens and West Miami.

Breakthrough Miami operates its programs on eight sites as listed below:

- Carrollton School of the Sacred Heart, 3747 Main Highway, Miami, FL 33133
- Gulliver Schools, 6575 N Kendall Drive, Pinecrest, FL 33156
- Miami Country Day School, 601 NE 107 Street, Miami Shores, FL 33161
- Palmer Trinity School, 7900 SW 176 Street, Palmetto Bay, FL 33157
- Ransom Everglades School, 2045 S Bayshore Drive, Miami, FL 33133
- University of Miami, 1320 S Dixie Hwy, Coral Gables, FL 33146
- Florida International University Miami Beach Urban Studios, 420 Lincoln Rd, Miami Beach, FL 33139
- Beacon College Prep, 13400 NW 28th Ave, Opa-locka, FL 33054

Breakthrough Miami offers bus transportation to all its students for the six-week Summer Institute at seven sites, and the Saturday School Year program at six sites.

The summer program runs Monday through Friday from 9:00 a.m. to 4:30 p.m. for six weeks beginning in mid June and finishing in early August. On average, four sites operate each Saturday from October to May

for the School Year Saturday program. The general Saturday program starts at 9:00 a.m. and ends at 2:00 p.m.

Buses are required to drop students at sites no later than 8:45 a.m. and should be onsite and ready to go 15 minutes prior to dismissal.

In addition to the buses required for pick up and drop off of students, buses are often required for activities at different school campuses (located beyond walking distance) and field trips.

Breakthrough Miami's transportation program schedule is expected to start on June 14, 2021 and end no later than April 30, 2022. These dates are subject to change.

The proposal must include the number of buses, vans or vehicles; the flat daily cost per bus, van or vehicle; size of bus, van or vehicle; number of wheelchair buses and vans, and passenger vehicles, meeting all DOT and Breakthrough Miami specifications.

You must include an hourly rate for late buses and a flat rate for activity and field trip buses, as well as hourly or trip cost for monitors or aids. The Contractor will be responsible for hiring monitors or aids when requested by the Breakthrough Miami. Monitors or aids are sometimes needed immediately; therefore, Contractor must maintain a current personnel list of employees to meet Breakthrough Miami needs. Breakthrough Miami maintains final approval or removal of monitors or aids as it does for other employees of the Contractor.

Addendums

- Addendum A: Summer Bus Routes & Stops
- Addendum B: School Year Bus Routes & Stops

In accordance with the Americans with Disabilities Act (A.D.A.), transportation must be available, on an as needed basis, to accommodate persons with a disability.

DATE:

BUSINESS NAME:

ADDRESS:

SUBMITTED BY: _____ TITLE:

TELEPHONE:
