

Request for
Proposals For
Student Transportation Services
August 2019 to June 2020



Freire Charter School Wilmington
201 W. 14th Street
Wilmington, DE 19801

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Wilmington, DE 19801

REQUEST FOR PROPOSALS FOR STUDENT TRANSPORTATION SERVICES

1. SUBMISSION DEADLINE AND REQUIREMENTS

Freire Charter School Wilmington will receive bids for the above-designated project associated with Freire Charter School Wilmington until:

July 22nd, 2019 at 5:00 p.m. EST

- 1.1 **Proposal Envelope:** An envelope containing your Proposal must be marked in the lower left-hand corner as follows:

SEALED PROPOSAL ENCLOSED
STUDENT TRANSPORTATION SERVICES

FREIRE CHARTER SCHOOL

[Contractor's Name]

[Contractor's Address]

[Contractor's Telephone Number]

The envelope must also be addressed and delivered as follows:

Freire Charter School Wilmington

Attention: Ami Irvin

Operations Coordinator

1617 JFK Boulevard, Suite 1260

Philadelphia, PA 19103

Ami.irvin@buildthefuture.org

No responsibility will be attached to the Director of Operations and Compliance or Administrative Staff for the premature opening of any Proposal that is not properly identified.

- 1.2 **Proposal Timeline:** the following dates and milestones apply to this RFP and subsequent contract award. Vendors are advised that these dates are not absolute and may change due to unplanned events during the bid proposal and award process.
- 1.3 **Late Proposals:** Each Contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the date and time specified above will not be accepted or considered. Freire Charter School Wilmington is not liable for any delivery or postal delays.
- 1.4 **Returned Proposals:** All Proposals received after the date and time specified above will be returned to the Contractor unopened.

- 1.5 **Signed Original Proposal:** Each submission must include an original copy signed by an authorized member of the Contractor's firm. This member should be the highest-ranking officer at the local level. Each Proposal must be submitted on the Proposal Forms attached in Appendix A-H to this RFP.
- 1.6 **Copies of Proposal:** The Contractor shall also submit with the signed original of its Proposal a complete electronic copy of the proposal. The electronic copy should be sent to Ami Irvin, Operations Coordinator at ami.irvin@buildthefuture.org
- 1.7 **Definition of Terms:** Within this document, Freire Charter School Wilmington hereinafter shall be referred to as the "FCSW", the school bus company hereinafter shall be referred to as the "CONTRACTOR(S)", and the charter school representatives responsible for school transportation shall be referred to as "ADMINISTRATOR(S)".
- 1.8 **E-Mail Clarifications:** FCSW intends to communicate with Contractors via e-mail (e.g., RFP clarifications and addenda). Except for the Proposal itself, references in this RFP to "written" form of communications include e-mail.
- 1.9 **Additional Requests for Clarification:** Questions regarding the Proposal specifications must be submitted in writing by email. All requests for clarification or inquiries must be directed to:
- Ami Irvin, Operations Coordinator at Build the Future, a charter management organization supporting Freire Charter School Wilmington: ami.irvin@buildthefuture.org
- no later than July 17, 2019. Responses to written questions will be posted on our website at www.freirewilmington.org by July 19, 2019.
- 1.10 **Restrictions On Communication:** From the issue date of the RFP until a Contractor is selected and selection announced, a prospective Contractor shall not communicate about the subject of the RFP or a Contractor's Proposal with FCSW, or any individual Administrator, faculty, staff, or employees of FCSW, except for additional Requests for Clarification in accordance with Paragraph 1.8 above.
- 1.11 **Addenda to the RFP:** If it becomes necessary to revise any part of the RFP, notice of the revision will be available on the FCSW website at www.freirecharterschool.org. All addenda shall become a part of the RFP. Each Contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a Contractor to receive, or acknowledge receipt of, any addendum shall not relieve the Contractor of the responsibility for complying with the terms thereof.
- 1.12 **Finality of Decision:** Any decision made by FCSW, including the Contractor selection, shall be final.
- 1.13 **Reservation of Rights:** The FCSW reserves the right, in its sole discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. FCSW further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the Contractor(s) submitting the best financial Proposal (low Proposer). FCSW reserves the right to request additional information from any or all Contractors. FCSW reserves the right to negotiate with the Contractors concerning their Proposals.
- 1.14 **Acceptance or Rejection of Proposals:** FCSW reserves the right to accept or reject any Proposal, in whole or in part, which it considers to service the best interest of FCSW.
- 1.15 **Multiple Contractors:** If it is advantageous, for financial or scheduling reasons, FCSW will be open to awarding the contract to multiple CONTRACTORS. FCSW will negotiate this pending

CONTRACTOR request.

- 1.16 **Release of Claims:** Each Contractor by submitting its Proposal releases FCSW from any and all claims arising out of, and related to, the RFP process and selection of a Contractor(s).
- 1.17 **Proposer Bears Proposal Costs:** A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.
- 1.18 **Irrevocability of Proposals:** All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the date and time for receipt of Proposals set forth above.
- 1.19 **Collusive Bidding:** The Contractor certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

2. PURPOSE

The purpose of this RFP is to establish a contractual relationship with an experienced and qualified student transportation company to provide complete transportation services to FCSW in the most efficient and cost-effective manner possible while, at the same time, maintaining the highest level of safety and reliability. The process will include the review and evaluation of methods and procedures used to provide transportation of students within the scope of this RFP. Past experience will also be judged by the references of each Contractor.

School transportation is not just about getting kids from home to school and back. FCSW is looking to create a partnership with a CONTRACTOR that understands the need for safe, efficient, and effective access to programs as an integral part of the education of children. CONTRACTORS that respond to this RFP must demonstrate /explain how they will be a part of this partnership and how they will carry out the contract to create the best possible experience for our children and be a part of the team that educates them.

3. SCOPE OF SERVICES

The successful Proposer (also referred to as the “Contractor”) shall provide services for:

Daily Services:

Safe and reliable, on-time delivery of general education and special education students (all grades) to and from school on a daily basis. Specifically, we anticipate needing six bus routes with each route serving 25 to 45 students, as follows:

- Red Clay/ Dupont Highway/ New Castle Route with approximately 5 stops
- Newark/Pike Creek/Kirkwood Highway Route with approximately 8 stops
- Bear Route with approximately 5 stops
- Old Baltimore Pike/ Maryland Avenue Route with approximately 5 stops
- Rt. 40/ South College Avenue/ Christiana Parkway Route with approximately 5 stops
- New Castle Avenue/ Marsh Road/ Claymont Route with approximately 8 stops

Our 2018-19 Bus Route Schedule is attached in Appendix J for reference

FCSW reserves the right to alter the number of stops per route.

Students are to be dropped off and picked up at the corner of N. Market St. and W. 12th St. that is approximately 3-4 blocks from the school address (201 W. 14th Street, Wilmington, DE 19801).

Our school day begins at 7:55 a.m., so students must be dropped off between 7:30 a.m. and 7:40 a.m. Our normal full school day (approximately 162 days in total) ends at 3:00 p.m. so buses should arrive between 2:55 p.m. and 3:05 p.m. and will depart between 3:10 p.m. and 3:15 p.m. On early dismissal days (approximately 11 in total), we dismiss at 12:00 p.m. so buses should arrive between 11:55 and 12:05 and depart between 12:15 and 12:25.

Contractor Responsibilities:

The CONTRACTOR will be responsible for the following:

- Working with FCSW's ADMINISTRATORS or his designee to expedite and facilitate the process of providing transportation to students.
- Maintaining student discipline during transport of students in cooperation with FCSW's ADMINISTRATORS, as mandated by FCSW's policies.
- Communicating with the ADMINISTRATORS any discrepancies with student information.
- Contacting the parent/guardian within 48 hours of receiving new student information from FCSW's ADMINISTRATORS for introduction and pick-up/drop-off time.
- Contacting parents/guardians, via the Remind mobile phone application or method of the school's choice, in a timely manner if there needs to be a change in time due to the addition/subtraction of a student or route adjustment.
- Keeping accurate records of student information and services provided.
- Managing confidential information in a professional manner.
- Being thoroughly reliable, of good repute, and capable of maintaining order on vehicles at all time for student safety.
- Establishing and maintaining professional behavior and rapport with students, parents, and FCSW ADMINISTRATORS.

Additionally:

- All drivers must carry CONTRACTOR'S identification at all times.
- CONTRACTOR'S drivers must not have more than 4 points on Motor Vehicle Record.
- CONTRACTOR must possess clean, maintained, and reliable vehicles not older than 10 years.

4. PROPOSAL REQUIREMENTS, FORMAT, & CONDITIONS

This outlines the information that must be provided by the Proposer and the required format for the Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified.

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable FCSW to determine the Proposer's overall qualifications. Each Proposal shall also include any other information that the Proposer feels is significant with respect to the FCSW making an informed decision relative to the Proposal.

Any exceptions to the terms and conditions contained in this RFP or any other special considerations or conditions requested or required by the Proposer MUST be specifically enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met. Each Proposer shall be required and expected to meet the RFP requirements in their entirety, except to the extent exceptions are expressly noted in its Proposal. All Pricing factors must be clearly indicated in the Proposer's Proposal Forms provided as part of its Proposal.

- 5.1 Proposers must provide information, which will serve as an introduction of your company on business letterhead.
- 5.2 Contract Term: All Proposals must propose an initial one-year contract term, with an option for two (2) additional one (1) year contract terms at the sole discretion of the FCSW. The initial contract term will

commence on August 21, 2019 and will terminate on June 30, 2020. Contracts will remain in force for the initial term assuming continued compliance with the terms and conditions of the contract and specifications.

- 5.3 All Proposals must be submitted on the forms provided and conform to all conditions contained therein. Failure to comply may result in the rejection of a Proposal by the FCSW.
- 5.4 All contractors and/or management team must be experienced in the transportation of school children and completed the mandatory Certified Delaware School Bus Driver Training Program pursuant to the terms of the awarded contract. FCSW reserves the right to ask for proof that each driver has completed the mandatory Certified Delaware School Bus Driver Training Program. A list of at least one reference is required at the time of the Proposal opening, including a list of all schools currently under contract. The CONTRACTOR shall include the name of the contact person, telephone number, email (if applicable) and the number of buses operated.
- 5.5 The following information must be submitted with each Proposal:
 - a. A bank credit reference
 - b. Resume outlining the applicable experience of each of the CONTRACTOR principal managers. The CONTRACTOR must provide a manager who will act as a liaison person between FCSW and the CONTRACTOR, and who is not a regularly assigned driver. The ADMINISTRATOR reserves the right to interview the proposed manager and approve or disapprove of such person. The proposed manager must be experienced as a school bus manager and must be knowledgeable of all Federal and State laws and regulations pertaining to the school bus industry.
 - c. The CONTRACTOR accident record for the previous three (3) years in Delaware. If the contractor has not operated previously in Delaware, it must provide accident data from the two nearest locations to Wilmington, Delaware. For purposes of this reporting, nearest is defined as the minimum road miles between the legal location of the CONTRACTOR's operation and Wilmington.
 - d. A list of any lawsuits or administrative proceedings pending against the company in Delaware or other states in which they operate during the last five (5) years that would interfere with the CONTRACTOR(S) ability to provide the services described in these Proposal specifications.
 - e. Proposed location(s) for bus parking, dispatch office, and maintenance facility locations.
- 5.6 Proposal prices shall remain firm regardless of any changes to the regular day time schedules, school start and close times, times of route operation, and route description. There will be no additional charges for an early release or delayed opening at FCSW.
- 5.7 Proposal pricing shall take into consideration that the cost of transportation cannot exceed (excluding extracurricular trips) the maximum amount of funding due to each FCSW charter school under the transportation funding formula of the Delaware Department of Education.
- 5.8 The ADMINISTRATOR(S) will notify the CONTRACTOR in writing for failure to comply with any of the conditions and specifications of this Proposal and the subsequent contract. In the event the CONTRACTOR(S) has not remedied the breach of compliance within fifteen (15) days of this notification, the ADMINISTRATOR(S) may cancel the contract forthwith upon thirty (30) days notice to the CONTRACTOR(S). In the event of cancellation of the contract and the necessity to Proposal or otherwise negotiate a new contract for transportation service with another transportation contractor, the CONTRACTOR(S) will be responsible for indemnifying the ADMINISTRATOR(S) for costs incurred in obtaining a new contract including service for the duration of the term of the original contract.

6. CONTRACT AWARD

- 6.1 Notice to proceed will be emailed by the FCSW to the selected CONTRACTOR in mid-August with Expected Formal Award to occur after the August or September monthly FCSW School Board Meeting. This shall constitute the acceptance of the Proposal or any item(s) thereof, contingent on the submission of
- All evidence of the ability to perform the contract
 - Receipt of the successful CONTRACTOR(S) executed contract documents, insurance policy, and performance bond within fifteen (15) days of notice of award, and
 - Execution of the contract by FCSW. Contractors must verify their bonding capabilities before submitting a Proposal. Failure to execute a performance bond within the specified period of time will be considered a default of contract.
- 6.2 FCSW reserves the right to award the contract to two or more CONTRACTOR(S). CONTRACTOR(S) and FCSW must negotiate this configuration if it is advantageous to both parties.
- 6.3 The CONTRACTOR to whom the award is made must enter a written contract FCSW. The requirements of these specifications are to be considered to be part of the contract.
- 6.4 This contract is made subject to all laws of the State of Delaware. Any clause which does not conform to such laws shall be void and such laws shall be operative in lieu of such clause.
- 6.5 The successful CONTRACTOR must comply with all Federal and State laws and regulations pertaining to school bus transportation, as well as FCSW transportation policies. In case of a conflict between such State and Federal laws and regulations or any school policies and any part of the Proposal documents, the law, regulations, or policies shall govern, and said laws, regulations, and policies will be incorporated herein by reference.
- 6.6 The CONTRACTOR shall conduct drug testing of all current and potential employees to be in compliance with all State and Federal laws and regulations. Any employee who tests positive for drugs shall be immediately removed from their position. Under no circumstances will an employee who tests positive drive for the FCSW. All contractors must submit a detailed plan, Appendix C, outlining their drug testing procedures. All drivers will be trained in the EpiPen® (epinephrine) and FCSW's anti-bullying policy, and such training will be incorporated into the driver training program.
- 6.7 FCSW assumes no responsibility for any costs imposed by Federal and State regulations subsequent to the signing of the contract, or during the duration of the contract.
- 6.8 Funding for this contract is based on the ability of the charter school(s) to secure the appropriate funds from the State of Delaware.

7. SELECTION TIMELINE

FCSW's anticipated timeline for its selection process is:

Activity	Due Date
RFP Available to Vendors	July 12, 2019
Deadline for Written Questions	July 17, 2019
Answers to Written Questions Posted to Website	July 19, 2019
Final Proposals Due	July 23, 2019 at 5:00 pm
Interviews Conducted (if needed)	July 29- August 2, 2019
Contract Award	Mid-August
Contract Period Begins	August 21, 2019

PLEASE NOTE: FCSW reserves the right, in its sole discretion, to change any or all portions of the above-identified selection timeline as it determines to be in the best interest of the school.

8. INSURANCE

- 8.1 The CONTRACTOR agrees that it will carry any and all insurance which will protect it, FCSW, and their agents, servants, and employees from any and all claims and demands, actions and causes of action, damages, costs, loss of service, expenses and compensation, including, but not limited to any and all claims for personal injury and/or death and property damage which may, in any way, arise from or out of the operations of the CONTRACTOR pursuant to the terms of the Agreement whether such operations be performed by the CONTRACTOR itself, anyone directly or indirectly employed by it or any other person or company retained in any way to carry on all or a portion of the operations necessary to abide by the terms of this Agreement.
- 8.2 The CONTRACTOR further agrees FCSW and their agents, servants, and employees shall be named as additional insured parties in any and all such insurance policies required by virtue of this Agreement. FCSW are entitled to written notice ten (10) days' written notice prior to the cancellation of any such policy, and said CONTRACTOR further agrees to defend, indemnify and save FCSW, ADMINISTRATOR, and their agents, servants, and employees harmless from all claims and demands, actions, and causes of action, damages, costs, loss of service, expenses and compensation arising from the negligence of the CONTRACTOR on account of or in any way growing out of any claim referred to above. Certificates of any and all such insurance shall be filed with FCSW prior to the effective date hereof and the adequacy of such insurance shall be subject to approval by FCSW.
- 8.3 The CONTRACTOR(S) shall have at least the minimum:
- 8.3.1 Commercial General Liability Insurance
 - \$1,000,000 each occurrence combined single limit for bodily injury and property damage
 - \$1,000,000 aggregate
 - 8.3.2 Automobile Liability Insurance
 - \$1,000,000 each occurrence combined single limit for bodily injury and property damage
 - Personal Injury protection coverage of \$100,000 individual, \$30,000 total
 - Bodily injury and property damage coverage with a combined single limit of \$1,000,000
 - Medical Payment coverage of \$2,000 per person
 - Uninsured motorist coverage of \$300,000
 - 8.3.3 Workers Compensation and Employer's Liability with statutory coverage as required under Coverage A and limits of \$100,000 each accident, \$100,000 limit for disease, and \$500,000 disease policy limit
 - 8.3.4 Umbrella Excess Liability with limits of \$5,000,000 per occurrence and in the aggregate as additional liability limits over the liability coverage's stated above
- 8.4 Within fifteen (15) days after notice of acceptance of the proposal is given or mailed to the successful Proposer, the CONTRACTOR shall deposit with the ADMINISTRATOR(S) certificates from the insurer to the effect that the insurance policies required in the above section have been issued to the CONTRACTOR. The certificates must be on a form satisfactory to the ADMINISTRATOR(S).
- 8.5 The CONTRACTOR must file a copy of the insurance certificate described in the above section with FCSW annually of each successive year that this contract is in effect.

9. PERFORMANCE

- 9.1 As directed by and at the times specified by the ADMINISTRATOR(S), bus routes will be designed by the CONTRACTOR to pick up students at their respective bus stops, transport the students to FCSW's drop off location, pick up the students at the FCSW pick up locations, and return the students to their respective bus stops.
- 9.2 The CONTRACTOR or their agent may not alter any routes and time schedules in effect at the present time, without consultation with, and agreement of the ADMINISTRATOR(S). This condition applies for the duration of the contract. The CONTRACTOR will be required to complete one (1) dry run of all routes prior to the first day of school.

- 9.3 The CONTRACTOR shall report each accident to the ADMINISTRATOR(S) immediately after its occurrence. A written report must be submitted to her within twenty-four (24) hours following an accident.
- 9.4 The CONTRACTOR shall not assign or subcontract, or in any way transfer any interest in this contract without the prior written consent of the FCSW.
- 9.5 The CONTRACTOR will work in conjunction with FCSW's ADMINISTRATORS to finalize and provide information/ input regarding routes such as length of route (mileage), times of pick-up and drop-off of students, number of student transported on each bus, student bus assignments, or any other route-related information as requested by the ADMINISTRATOR(S).
- 9.6 The CONTRACTOR agrees that the ADMINISTRATOR(S) or designee shall have the exclusive authority to dismiss students before their regular dismissal time for weather related cause or other such emergency that requires students to be dismissed early, and may change bus schedules to accommodate such earlier dismissal times without additional costs or charges to FCSW. The CONTRACTOR and the ADMINISTRATOR(S) will collaborate closely to ensure that any changes to regular service delivery are coordinated to minimize disruption to the extent possible to both school and CONTRACTOR operations.
- 9.7 The ADMINISTRATOR(S) reserves the right to increase or decrease the number of buses upon written notice to the CONTRACTOR and to alter or modify any transportation schedule at its discretion. If the CONTRACTOR does not comply within 30 days after written notification, the CONTRACTOR will indemnify each affected member charter school \$500 per day, or the actual amount of each loss caused by the CONTRACTOR, whichever is higher, per incident until compliant.
- 9.8 The transportation of students to and from school shall begin on the morning of the opening day of school and shall continue in accordance with the school calendar. The CONTRACTOR will notify FCSW ADMINISTRATOR(S) or designee of any delays of five (5) minutes or more. The CONTRACTOR will provide dedicated vehicles to provide the services described in these Proposal specifications.
- 9.9 The transportation of students to and from school shall begin with four days of Summer Clinic in August 2019 and continue on the morning of the opening day of school and shall continue in accordance with the school calendar. The CONTRACTOR will notify the ADMINISTRATOR(S) or designee of any delays of five (5) minutes or more. The CONTRACTOR will provide dedicated vehicles to provide the services described in these Proposal specifications.
- 9.10 Except for the first two (2) school days of each academic semester, CONTRACTOR's refusal, failure, and/or delay in performing the services as required by the Contract Documents shall subject CONTRACTOR to liquidated damages as detailed in Appendix I.
- 9.11 Extra transportation shall be furnished to athletic contests, student activity programs, etc., in which students participate and which is approved by the ADMINISTRATOR(S). This contract also makes provisions for transportation of children for out-of-town athletic and other student activities.
- 9.12 The ADMINISTRATOR(S) shall have complete authority over matters pertaining to school transportation.
- 9.13 The CONTRACTOR will meet regularly, at least twice during each school year, with FCSW to discuss service levels, efficiency, and effectiveness and make changes as needed that are in the best interest of FCSW and the families that they serve.

10. EQUIPMENT

- 10.1 The ADMINISTRATOR(S) reserves the right to add or subtract buses depending upon the final schedule and need for bus routes, due to the factors such as changing enrollment or other conditions which may arise. The charter school(s) will only pay the CONTRACTOR(S) for the actual number of buses operated at the price indicated in the Proposal form.
- 10.2 All buses under the contract shall be no older than ten (10) years old with an average age of five (5) years old at the beginning of the contract. The age of vehicles will be determined as of September 1st, of each school year. The ADMINISTRATOR(S) reserves the right to inspect and remove any vehicle they feel is unsafe or unreliable for transporting students.
- 10.3 All provided buses must be compliant with all applicable Delaware and federal laws and regulations. The CONTRACTOR shall assure that all buses are kept in a condition of cleanliness, interior and exterior, satisfactory to the ADMINISTRATOR(S).

- 10.4 Within 15 days of signing the contract, the CONTRACTOR shall complete Appendix D describing each bus to be provided including the make of the body and bus, the year of manufacture, model number, present mileage, number of heaters, seating capacity and present condition. The ADMINISTRATOR(S) reserves the right to reject any vehicle he or she deems unacceptable.
- 10.5 Said description of the fleet of buses is to be provided annually and submitted to the ADMINISTRATOR(S) prior to August 15th of each year during which the contract is in effect.
- 10.6 Each bus shall be equipped as required under Federal and State Law and Regulation and minimally contain the following:
- a. One first-aid kit placed inside the bus at the side of the driver
 - b. Top quality (no retreads or recaps) tires on front
 - c. Snow tires (December-March) or all-season tires
 - d. Dual braking systems
 - e. Cushioned or upholstered seats in compliance with state and federal regulations
 - f. Crash pads on rear of seats on all buses
 - g. Power steering on all buses
 - h. Reflective traffic triangles
 - i. Stop arms
 - j. GPS locator
 - k. At least one Camera that can show the Driver and Passengers that is connected to a recording system
 - l. An internal and external PA system
 - m. A minimum 9,000 pound front axle
 - n. A working two-way radio capable of communicating with the dispatch office base radio.
 - o. Fire extinguisher
 - p. Any other equipment required by law or regulation
- 10.7 The CONTRACTOR agrees to keep all buses in good working condition and to provide all necessary fuel, oil, grease, tires, maintenance and repairs throughout the period of the contract.
- 10.8 Copies of all Inspection Reports required by the Department of Motor Vehicles must be sent to the ADMINISTRATOR(S) within ten (10) days of the close of each registration period.
- 10.9 The ADMINISTRATOR(S) must approve any substitution of buses for the duration of the contract, except in the case of emergency breakdown. All substitute buses shall be subject to all contract requirements.
- 10.10 The CONTRACTOR shall dispatch a replacement vehicle with a driver meeting the specifications within fifteen (15) minutes of notification of a mechanical failure or emergency.
- 10.11 The CONTRACTOR shall allow the ADMINISTRATOR(S) proper access to buses for inspection.
- 10.12 Buses which have failed the inspection by the ADMINISTRATOR(S) shall not be used in transporting students, and the CONTRACTOR shall replace buses, parts or equipment which in the opinion of the ADMINISTRATOR(S) are unsuitable or not in conformity with the contract or specifications.
- 10.13 The CONTRACTOR must provide a manager who is responsible for all school transportation. This person must be available to be contacted by telephone between 6 AM and 6 PM on scheduled school days, and at all times in the case of weather delays and emergencies, by the ADMINISTRATOR(S) or designee to assure the orderly and efficient transportation of students.

11. BUS DRIVERS AND MONITORS

- 11.1 The CONTRACTOR must complete Appendix B identifying the names, location, address and telephone numbers of their safety personnel and describing their driver safety, road testing and student safety programs.
- 11.2 All bus drivers and monitors will be employees of the CONTRACTOR. CONTRACTOR shall pay all applicable payroll taxes and deductions required by law.
- 11.3 The CONTRACTOR further agrees that he will provide responsible drivers and monitors (where required) for all school buses who are trained, competent, careful, and courteous. The drivers must meet all State and Federal standards for school bus drivers. Additionally, as required by code, the CONTRACTOR shall obtain at the CONTRACTOR expense, a criminal and sex offender background check for any employee of the CONTRACTOR or of a subcontractor of the CONTRACTOR who will perform driving services under any Contract with FCSW. The CONTRACTOR will provide results of such checks to FCSW ADMINISTRATOR(S) upon completion. Notwithstanding any other provision of this Contract, the ADMINISTRATOR(S), subject to the laws of the State of Delaware, may refuse to allow any such employee to perform driving services under any such Contract if the ADMINISTRATOR(S), in his/her sole discretion, determines that such employee is not suitable for the performance of driving services under any such Contract based upon the results of such checks. The ADMINISTRATOR(s) shall keep such information in a confidential file.
- 11.4 Prior to August 15th of each year of the contract, a roster of all bus drivers and monitors (Appendix A) must be submitted to the ADMINISTRATOR(S). All bus drivers and any other employees utilized shall be paid by the CONTRACTOR, shall be subject to prior approval, and shall be required to submit a bi-annual report, signed by a licensed physician, attesting to the satisfactory and necessary physical health to service as a school bus driver. The physical examination report shall include the requirement specified in all applicable federal and state laws and regulations. After attaining the age of 70, bus drivers must pass an annual physical prior to the start of the school year and operation of a school bus. The CONTRACTOR will pay for the bi-annual physical examinations, including drug testing as required by law, for drivers and monitors assigned to support for FCSW. The CONTRACTOR will pay the total cost for all driver training. The CONTRACTOR agrees to conduct not more than four (4) bus safety drills per bus per school year when requested to do so by the ADMINISTRATOR(S) in accordance with its instructions.
- 11.5 If the CONTRACTOR deems it necessary to assign a new driver or monitor to any bus, the ADMINISTRATOR must be notified with an indication that the driver or monitor meets all the qualifications stated in these specifications.
- 11.6 The CONTRACTOR further agrees to provide driver, monitor, and student training each year with emphasis on safety issues such as evacuation, loading and unloading
- 11.7 Drivers shall not be permitted to transport any person other than a school official on the bus, while transporting students, unless that person is specifically authorized by the ADMINISTRATOR(S).
- 11.8 Drivers and monitors shall not smoke or eat on the vehicle or smoke on school property at any time.
- 11.9 Drivers and monitors shall be courteous and exemplary in speech, action and dress when transporting students under the terms of this contract and shall comply with any and all policies of FCSW when interacting with students.
- 11.10 Drivers shall not leave a bus unattended while children are onboard. In an emergency the driver's first responsibility shall be the safety of the children.
- 11.11 Violation by a driver or monitor of the provisions of the contract, policies of the member charter schools, or any applicable federal or state laws or regulations will subject said driver to be removed from service under this contract, upon recommendation of the ADMINISTRATOR(S) or designee. A driver's continued employment by the CONTRACTOR, however, remains at CONTRACTOR discretion.
- 11.12 The ADMINISTRATOR(S) or designee reserves the right at any time to approve or disapprove a driver or monitors under the terms of the contract.
- 11.13 Drivers or monitors are not permitted to discharge a student while en route. Under exceptional

circumstances where the safety of other student(s) are concerned, drivers may stop the bus and notify the dispatcher by radio of the problem so that a substitute means of transporting the student or students may be made, or return to the school and report the problem to the appropriate school official. In the event a student's riding privileges are suspended for a violation of school policy or procedure, the driver shall not transport said student until directed by the school official who ordered the suspension or by the ADMINISTRATOR(S) or designee.

- 11.14 Drivers and monitors will not take disciplinary action against any student. Circumstances that warrant such action must be reported to the appropriate school official in writing according to transportation policy. Nothing herein shall prevent a driver or monitor from reprimanding a student for action that might cause harm to himself or others, or requesting that student change his seat or to sit in a particular seat if the driver or monitor deems this action to be in the best interest of the other passengers.
- 11.15 Drivers shall conduct a daily pre-trip inspection of the vehicle according to the procedure established by the Delaware Department of Motor Vehicles, Department of Safety.
- 11.16 Drivers shall inspect their assigned buses after each route to assure that all students and materials have been properly transported to their destination.
- 11.17 The speed and method of operation of school buses shall insure a high degree of safety for the students and shall be in compliance with all State and Local laws.
- 11.18 Substitute bus drivers or monitors shall be pre-qualified for the routes driven to the maximum extent possible. This means that the CONTRACTOR shall operate with an available reserve of qualified substitute bus drivers or monitors. Such qualifications for substitute bus drivers or monitors shall be established by having had prior experience with bus routes to the maximum extent possible and shall be familiar with all safety provisions. Substitute drivers or monitors shall be familiar with:
- Current bus routes
 - School location and starting times
 - Municipal road systems
 - Substitute drivers must meet all requirements stated for regular drivers.

12. ALTERNATE TRANSPORTATION NEEDS

The CONTRACTOR is required to submit cost quotations for field trips and athletic events as scheduled by the ADMINISTRATOR(S). The contractor must provide a sufficient number of vehicles to provide these services. FCSW reserves the right to use their own vehicles or a different vendor for field trips and athletic events.

13. PRICE BASIS

- 13.1 The contract price shall include the cost of fuel, oil, grease, repairs, wages of drivers, taxes, fees, licenses, permits, certificates, insurance costs, and such other charges as are needed in providing the contract work and to keep all school buses properly equipped and in good operating condition.
- 13.2 Price Proposals will be accepted by the FCSW as firm prices.

14. ADJUSTMENTS

- 14.1 A scheduled trip may be cancelled by the ADMINISTRATOR(S) or designee by notifying the CONTRACTOR orally or in writing 2 hours before the particular trip was to originate at the CONTRACTOR place of garaging (unless an emergency exists).
- 14.2 The ADMINISTRATOR(S) shall have the authority to make such changes as he or she deems necessary in adjusting number of buses, assignment of students, groups or routes, times and dates, assignment of monitors, or any matters affecting the needs of the students.
- 14.3 The CONTRACTOR shall furnish, at the prices specified in other sections of this contract, such additional buses as may be ordered by the ADMINISTRATOR(S) or designee.

15. TIME SCHEDULE

- 15.1 The school hours shall be established by FCSW. FCSW is willing to discuss all options around times, shared routes, and other potential solutions that would add to Efficiency, Reliability, and Safety of students. Innovative practices are encouraged as part of the Proposal.
- 15.2 The transportation bus route schedule shall be established by the CONTRACTOR and approved by the ADMINISTRATOR(S) to insure the proper and convenient arrival and dismissal of students consistent with the determined school hours.
- 15.3 All buses must operate in accordance with the indicated schedules on the defined routes. Any deviations must be reported to the ADMINISTRATOR(S) indicating the reason(s).
- 15.4 When there is a breakdown or other situation which may affect the completion of daily schedules, there must be sufficient substitute buses available to assure the safe and efficient transportation of the students.
- 15.5 All buses must be available when there is a change in the time of dismissal of students.

16. PAYMENT

- 16.1 Assuming compliance with the contract, monthly payments shall be made to the CONTRACTOR by FCSW from September through July for the duration of the contract. Field trips and athletic trips will be paid monthly, upon receipt of an electronic invoice from the CONTRACTOR.
- 16.2 No assignment or subcontracting, or assignment of money due or to become due, shall be made without the written consent of the ADMINISTRATOR(S) or designee.
- 16.3 Compensation shall not be made for nonconforming performance, or failure to perform.

17. STANDARDS OF STUDENT BEHAVIOR

- 17.1 Students are under the authority of the bus driver while being transported to and from school.
- 17.2 All cases of disorderly conduct are to be reported immediately by the bus driver to the contract manager and then to the ADMINISTRATOR(S). The CONTRACTOR(S) must be aware of and comply with all State, Federal, and charter school(s) policies as they relate to student behavior while riding a school bus.
- 17.3 If a student's behavior is reported as noted in Section 11.5 above, FCSW will communicate with the CONTRACTOR any follow up that occurs with the student that is reported.

18. BUS ROUTES

- 18.1 Bus routes will be planned yearly at least two (2) weeks prior to the opening of school, taking into account the schools to be transported to/from, the space available, the capacity of the buses, time schedules, etc. During the first week of school, bus loads and routes will be reviewed, at which time changes may be made or as the need arises at any times during the year. The CONTRACTOR will agree to make any route changes as requested by the ADMINISTRATOR(S).
- 18.2 The CONTRACTOR agrees that the time schedules and stopping places on all routes shall be approved by the ADMINISTRATOR(S); that no changes in the routes, stopping places or schedules shall be made without approval of the ADMINISTRATOR(S); that buses shall run on schedule and shall not be required to wait for students who are tardy in reaching the scheduled stops; and that due consideration should be given by bus drivers to insure the safety of all students in discharging them from the bus.
- 18.3 The ADMINISTRATOR(S) may request a change in the number of routes, the length, direction or duration of routes, and the stopping places on these routes when, in his/her opinion it is necessary to do so in the best interest of the school students.
- 18.4 Buses shall not be overcrowded. If, in the opinion of the ADMINISTRATOR(S), a bus continues to be overcrowded on any route, then the routes shall be changed to equalize busloads or another bus shall be added to relieve this condition.

19. INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless FCSW and ADMINISTRATOR(S) for any and all claims, losses, cost, expense or damage of any kind resulting from or arising out of performance of the contract by the CONTRACTOR(S), its officers, agents, or employees.

20. PETITION IN BANKRUPTCY

- 20.1 In the event of failure for three (3) consecutive days to transport students as herein provided, this contract may be terminated by the ADMINISTRATOR(S) or its legal representative(s), by a notice in writing given to the CONTRACTOR, or its legal representative(s), or the assignee(s), of its intentions to terminate this contract, and after two (2) days said notice shall be a termination of this contract and the charter schools shall not be liable for any service rendered under this contract for any part of the month when said services ceased or failed to be rendered according to the terms thereof, and the CONTRACTOR shall be liable for all damages suffered by the charter schools as a result of the termination of the contract. The CONTRACTOR agrees that, in the event of bankruptcy, insolvency, attachments or liens placed against the CONTRACTOR, the contract may be declared null and void at the option FCSW.
- 20.2 In the event of a strike against CONTRACTOR causing interruption services or operations FCSW has the right to secure such other transportation as may be necessary and charge both the cost of alternative services, as well as any incidental and consequential damages to the CONTRACTOR. In addition, deduction will be made from the monthly payment to the CONTRACTOR(S) for each day of service not provided. These deductions will be based upon one hundred-eighty (180) operating days.

21. FUEL ADJUSTMENT CLAUSE

Fuel adjustments for Delaware charter schools shall be made if provisions which are in accordance with the State Budget Bill are made. Additional funds are only available up to the maximum allowance permitted to a charter school in that school year.

APPENDIX A – ROSTER OF STAFF

*List of names and addresses of drivers and support staff (other than safety and repair staff);

I. Drivers (provide list before the start of each school year)

II. Support Staff

** Use additional sheets if necessary*

APPENDIX B – SAFTEY PLAN

I. Staff (list names, assigned location and telephone numbers):

II. Safety Program (Describe training and related activities for staff and students)

** Use additional sheets if necessary*

APPENDIX C – DRUG & ALCOHOL TESTING

Drug & Alcohol Testing Records and Monitoring Program

(Please describe below)

** Use additional sheets if necessary*

APPENDIX D - EQUIPMENT LIST

15	14	13	12	11	10	9	8	7	6	5	4	3	2	1	
															Year of Manuf.
															Manuf.
															Body Type
															Model
															Chassis
															Engine
															Present Mileage
															# of Heaters
															G.V.W.
															Seating Capacity
															Full Body Air- Conditioning
															# of Buses

**use extra sheets if necessary to adequately note all buses within CONTRACTOR fleet*

APPENDIX E - Maintenance Program & Facilities Location

I. Repair / Mechanical Staff

A. List names

B. Briefly state qualifications

II. Location of Repair Facilities

III. Maintenance Program (describe briefly)

IV. Location of Dispatch and bus parking facility

** Use additional sheets if necessary*

APPENDIX F - COMPANY IDENTIFICATION

To: "FCSW"

I. How long has the firm been in the school transportation business? _____ years

II. How many school buses are owned by the firm? _____ buses

III. If answer to II is none, how many buses will be purchased/leased? _____ buses

IV. Are the buses under Delaware jurisdiction? YES NO

V. List all Delaware school(s) with which you have had a transportation contract over the past five (5) years, indicate a contact person with telephone number, and number of buses operated (attach additional sheets if necessary). It is NOT necessary for the CONTRACTOR to have worked in DE prior. In that instance, please provide 3-5 schools for reference.

	School System	Contact Person	Telephone #	# of Buses Operated
1.				
2.				
3.				
4.				
5.				

Signature of Authorized Representative

Title _____

Company _____

Business Address _____

Telephone _____

Date _____

CERTIFICATE OF NON-COLLUSION FORM

Freire Charter School Wilmington
201 W. 14th Street
Wilmington, DE 19801

To: "FCSW"

The undersigned assures that this sealed Proposal is made in good faith, without fraud, collusion, or connection of any kind with any other Proposer for the same work; that he has informed himself fully in regard to the "Request for Proposals for Student Transportation Services", attached to this sealed Proposal; that he proposes to provide FCSW with student transportation and comply in all respects with said specifications for the sums stated.

Signature of Authorized Representative _____

Title _____

Date: _____

APPENDIX G - CRITERIA FOR AWARDING CONTRACT

- I. Total Contract pricing including:
 - a. Route Pricing
 - b. Monitor / Aides hourly charges
 - c. Field / Athletic Trip Transportation
- II. An analysis of the following:
 - a. Credit reference
 - b. Past performance
 - c. Staff experience including key personnel
 - d. Resume of Contract Manager
 - e. Accident record
 - f. Pending significant lawsuits and quasi-legal proceedings against the company in Delaware
- III. Completion of Appendix A identifying sufficient and appropriate drivers and support staff.
- IV. Completion of Appendix B indicating a sufficient and appropriate training program for drivers, support staff and students.
- V. Completion of Appendix C outlining and describing a sufficient and appropriate substance abuse training and monitoring program.
- VI. Completion of Appendix D indicating sufficient and appropriate equipment to provide services under the contract.
- VII. Completion of Appendix E indicating a sufficient and appropriate Maintenance program.
- VIII. Satisfactory completion of the supplied Company Identification, Proposal and Good Faith Forms.

The FCSW will review all Proposal submittals and make a decision to award or not award a contract based on the best interests of the FCSW.

APPENDIX H – PROPOSAL FORM

Per Bus Per Day	2019-20	2020-21 Option Year
25-40 students	\$	\$

FCSW may also require the use of buses that require additional equipment to accommodate students with specific disabilities. CONTRACTORS are requested to provide incremental pricing for the availability of wheelchair capable equipment and buses equipped with air conditioning. For purposes of pricing vendors should assume two wheelchair positions as the basic configuration.

Incremental cost for wheelchair capable equipment: \$_____per bus/per day

Incremental cost for air conditioned equipment: \$_____per bus/per day

All prices are based on Single-tier runs not to exceed 1 hour and 30 minutes from the time of the first student pick-up to the school in the morning, and from the school to the last student drop-off in the afternoon.

Monitors / Aides

	Price per hour	School Year
A	\$	2019-20
B (option year)	\$	2020-21

Field & Athletic Trip Transportation

	Price per hour Driver waiting time	Price per mile	School Year
A		\$	2019-20
B (option year)		\$	2020-21

APPENDIX I - LIQUIDATED DAMAGES

The actual occurrence of damages and the actual amount of damages that the FCSW would suffer if the services are not performed in accordance with the Contract Documents are dependent upon many circumstances and conditions that could prevail in various combinations and from the nature of the case, making it impracticable and extremely difficult to fix the actual damages.

Damages that FCSW would suffer if Contractor refuses, fails, or delays performance of the required services include, but are not limited to, cost incurred to provide alternative transportation services; disruption of the regular and/or special education programs of the school, and participating schools; costs of administration; and the loss suffered by schools and students who use the transportation services that Contractor is required to provide under the Contract Documents. Assessment of liquidated damages under this Section shall in no way relieve Contractor of its obligations to provide spare vehicles and drivers sufficient to cover all interruptions in service to FCSW due to failure of equipment or lack of personnel. Accordingly, the Parties agree that the amount stated below shall be the amount of damages that FCSW shall directly incur upon Contractor's refusal, failure, and/or delay in performing the services as required by the Contract Documents:

I.1 Missed Entire Bus Route. If Contractor fails or refuses to perform services for an entire Bus Route, Contractor shall pay to FCSW, for each day that such services are required, an amount equivalent to the ONE TIMES (1X) the Daily Bus Route Rate applicable to the Bus Route ("Missed Entire Bus Route Charge"), in addition to forfeiting any right to collect the Daily Bus Route Rate applicable to the Bus Route for that particular day. For purposes of assessing liquidated damages under this Section, when a vehicle is late by 30 minutes or more, Contractor will be considered to have missed the entire Bus Route.

I.2 Missed Portion of Bus Route. If Contractor fails, refuses, and/or delays to perform services for only a portion of a Bus Route or Contractor is late by more than 15 minutes on the Bus Route due to Contractor's fault, Contractor shall pay FCSW an amount equivalent to the ONE QUARTER TIMES (0.25X) the Daily Bus Route Rate applicable to the Bus Route ("Missed Portion Bus Route Charge"), in addition to forfeiting any right to collect the Daily Bus Route Rate applicable to the Bus Route for that particular day as prorated based on the Daily Bus Route Time that Contractor has not performed in comparison to the Daily Bus Route Time that Contractor performed. Delayed bus runs that are not Contractor caused (i.e. traffic accident, weather or other similar predicament) will not be charged. The Contractor will be required to notify ADMINISTRATOR(S) within 24 hours of this type of delay.

I.3 Missed Entire Special Trip. If Contractor fails or refuses to perform services for an entire or any portion of a Special Trip, Contractor shall pay to FCSW an amount equivalent to the ONE TIMES (1X) the total costs for the Special Trip ("Missed Special Trip Charge"), in addition to forfeiting any right to collect the cost of the missed special trip.

I.4 Missed Portion of Special Trip. If Contractor fails, refuses, and/or delays to perform services for only a portion of a Special Trip or Contractor is late by more than 15 minutes on the Special Trip due to Contractor's fault, Contractor shall pay FCSW an amount equivalent to the ONE QUARTER TIMES (0.25X) the cost of the Special Trip ("Missed Portion Special Trip Charge"), in addition to forfeiting any right to collect the cost of the Special Trip for that particular day as prorated based on the Special Trip Time that Contractor has not performed in comparison to the Special Trip Time that Contractor performed. Delayed bus runs that are not Contractor caused (i.e. traffic accident, weather or other similar predicament) will not be charged. The Contractor will be required to notify ADMINISTRATOR(S) within 24 hours of this type of delay.

I.5 Missed Students. If any student is not picked up and/or dropped off for a Bus Route or a Special Trip due to Contractor's fault, Contractor shall, on its own time and at its own expense, pick up or drop off the missed student in a timely manner. If Contractor fails or refuses to do so, this shall be deemed a Missed Portion Bus Route Charge and liquidated damages will be assessed accordingly.

APPENDIX J - BUS STOPS AND TIMES 2018-2019

Important Notes:

***Every effort will be made to alert families using the notification system if there is a significant delay. It is important for students and parents to sign up to be able to receive communication regarding timing and schedule changes.

***Please Note: For the first two weeks of school times are approximate, please arrive 10 minutes prior and allow at least 10 minutes after the scheduled pick up time.

Bus 1

<i>Morning Pick Up</i>	<i>Dismissal Drop Off</i>	<i>Bus Stop Location</i>
6:35	4:06	Melrose Drive & Fairway Road (behind Red Mill Square??)
6:43	3:50	White Clay Presbyterian Church (Parking Lot) on Polly Drummond
7:01	3:42	Skyline United Methodist Church @ New Linden Hill Rd & Skyline
7:09	3:45	Ivanhoe & Pickwick off of Limestone Rd
7:13	3:36	Kirkwood Highway, Prices Corner @ Sears Automotive
7:15	3:30	Kirkwood Highway & Tamarack
7:17		Kirkwood Highway & New Road (AM only)
7:21	3:27	Fraim Boys & Girls Club @ S. Union St & Prospect
7:35	3:15	Freire Charter School (12 th and Market)

Bus 2

<i>Morning Pick Up</i>	<i>Dismissal Drop Off</i>	<i>Bus Stop Location</i>
6:40	3:55	Old Baltimore Pike & UAW Union Hall
6:50	4:05	Amore Pizza on Old Baltimore Pike
7:00	3:45	Rt. 273 & University Plaza @ WSFS Bank
7:15	3:30	Maryland Avenue & Cosmos Diner Newport/Stanton (AM) Maryland Avenue & Chaplan Across from Cosmos (PM)
7:20	3:25	Maryland Avenue & Alban Drive
7:35	3:15	Freire Charter School (12 th and Market)

Bus 3

<i>Morning Pick Up</i>	<i>Dismissal Drop Off</i>	<i>Bus Stop Location</i>
6:37	4:02	Deasy Drive & Salem Church Road
6:42	4:00	Boys & Girls Club of Glasgow, Rt. 40, Bear
6:47	3:55	Auckland Dr & Bushwick (Wellington Woods)
6:59	3:42	Governors Square & Rt 40 @ American Furniture
7:35	3:15	Freire Charter School (12 th and Market)

Bus 4

<i>Morning Pick Up</i>	<i>Dismissal Drop Off</i>	<i>Bus Stop Location</i>
6:30	4:10	Fox Run Shopping Center & Rt. 40 @ Salad Works
6:43	3:59	Four Seasons Shopping Center @ Shoprite
6:53	3:48	Newark Park & Ride – Christiana Parkway & S. College Ave
7:04	3:40	Chestnut Hill Plaza @ Wendys
7:10	3:35	The Journey Church on Chestnut Hill Road
7:35	3:15	Freire Charter School (12 th and Market)

Bus 5

<i>Morning Pick Up</i>	<i>Dismissal Drop Off</i>	<i>Bus Stop Location</i>
6:40	4:07	Buttonwood Ave & New Castle Ave New Castle Avenue & Castle Hill Dr. @ Cumberland farms
6:45	3:55	Rose Hill Community Center (Boys & Girls Club)
6:47	4:02	Bowlerama, New Castle Ave
6:52	3:52	Karlyn Dr & Briarcliff – Behind the WaWa
7:07	3:42	Marsh Road & Crestwood
7:14	3:38	Philadelphia Pike & Hesslers Lane @ Claire's Fashions
7:17	3:35	Philadelphia Pike & Princeton Apts
7:24	3:30	Cedar Lane & Peachtree Lane, Claymont
7:35	3:15	Freire Charter School (12 th and Market)

Bus 6

<i>Morning Pick Up</i>	<i>Dismissal Drop Off</i>	<i>Bus Stop Location</i>
6:30	4:02	Wrangle Hill Park and Ride – near Delaware City DMV
6:45	4:00	Beaver Brook Plaza @ Food Lion
6:55	3:55	Wilton & Candlewick
7:00	3:42	Community Plaza @ Rita's Water Ice
7:12	3:25	Penn Mart Shopping Center @ Rainbow Shops
7:35	3:15	Freire Charter School (12 th and Market)